

**CERTIFICATE OF NEED APPLICATION**

**for**

**CREEKSIDE AT ELFINDALE RETIREMENT COMMUNITY  
ESTABLISH 50-BED ALF  
SPRINGFIELD, MISSOURI**

**Project #5476 RS**

**SUBMITTED TO  
MISSOURI HEALTH FACILITIES REVIEW COMMITTEE**



## Certificate of Need Program

# NEW OR ADDITIONAL LONG TERM CARE BED APPLICATION\*

## Applicant's Completeness Checklist and Table of Contents

Project Name: Creekside at Elfindale Retirement Comm.

Project No: 5476 RS

Project Description: Establish 50-bed assisted living facility.

Done Page N/A Description

### Divider I. Application Summary:

- |                                     |          |                          |   |
|-------------------------------------|----------|--------------------------|---|
| <input checked="" type="checkbox"/> | <u>2</u> | <input type="checkbox"/> | 1. Applicant Identification and Certification (Form MO 580-1861).                           |
| <input checked="" type="checkbox"/> | <u>3</u> | <input type="checkbox"/> | 2. Representative Registration (Form MO 580-1869).  |
| <input checked="" type="checkbox"/> | <u>6</u> | <input type="checkbox"/> | 3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs. |

### Divider II. Proposal Description:

- |                                     |           |                          |  |
|-------------------------------------|-----------|--------------------------|--|
| <input checked="" type="checkbox"/> | <u>9</u>  | <input type="checkbox"/> | 1. Provide a complete detailed project description.  |
| <input checked="" type="checkbox"/> | <u>11</u> | <input type="checkbox"/> | 2. Provide a timeline of events for the project, from the issuance of the CON through project completion.  |
| <input checked="" type="checkbox"/> | <u>16</u> | <input type="checkbox"/> | 3. Provide a legible city or county map showing the exact location of the proposed facility.   |
| <input checked="" type="checkbox"/> | <u>17</u> | <input type="checkbox"/> | 4. Provide a site plan for proposed project.   |
| <input checked="" type="checkbox"/> | <u>18</u> | <input type="checkbox"/> | 5. Provide preliminary schematic drawings for the proposed project.  |
| <input checked="" type="checkbox"/> | <u>20</u> | <input type="checkbox"/> | 6. Provide evidence that architectural plans have been submitted to the Department of Health and Senior Services.  |
| <input checked="" type="checkbox"/> | <u>12</u> | <input type="checkbox"/> | 7. Provide the proposed gross square footage.  |
| <input checked="" type="checkbox"/> | <u>21</u> | <input type="checkbox"/> | 8. Document ownership of the project site, or provide an option to purchase.   |
| <input checked="" type="checkbox"/> | <u>12</u> | <input type="checkbox"/> | 9. Define the community to be served.  |
| <input checked="" type="checkbox"/> | <u>42</u> | <input type="checkbox"/> | 10. Provide 2020 population projections for the 15-mile radius service area.   |
| <input checked="" type="checkbox"/> | <u>12</u> | <input type="checkbox"/> | 11. Identify specific community problems or unmet needs the proposal would address.  |
| <input checked="" type="checkbox"/> | <u>13</u> | <input type="checkbox"/> | 12. Provide historical utilization for each of the past three (3) years and utilization projections through the first three (3) full years of operation of the new LTC beds. |
| <input checked="" type="checkbox"/> | <u>13</u> | <input type="checkbox"/> | 13. Provide the methods and assumptions used to project utilization.   |
| <input checked="" type="checkbox"/> | <u>49</u> | <input type="checkbox"/> | 14. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.                 |
| <input checked="" type="checkbox"/> | <u>50</u> | <input type="checkbox"/> | 15. Provide copies of any petitions, letters of support or opposition received.  |

### Divider III. Service Specific Criteria and Standards:

- |                                     |           |                                     |  |
|-------------------------------------|-----------|-------------------------------------|--|
| <input type="checkbox"/>            | <u>54</u> | <input checked="" type="checkbox"/> | 1. For ICF/SNF beds, address the population-based bed need methodology of fifty-three (53) beds per one thousand (1,000) population age sixty-five (65) and older.   |
| <input checked="" type="checkbox"/> | <u>54</u> | <input type="checkbox"/>            | 2. For RCF/ALF beds, address the population-based bed need methodology of twenty-five (25) beds per one thousand (1,000) population age sixty-five (65) and older.   |
| <input type="checkbox"/>            | <u>55</u> | <input checked="" type="checkbox"/> | 3. For LTCH beds, address the population-based bed need methodology of one-tenth (0.1) bed per one thousand (1,000) population.  |
| <input checked="" type="checkbox"/> | <u>55</u> | <input type="checkbox"/>            | 4. Document any alternate need methodology used to determine the need for additional beds such as Alzheimer's, mental health or other specialty beds.  |
| <input type="checkbox"/>            | <u>55</u> | <input checked="" type="checkbox"/> | 5. For any proposed facility which is designed and operated exclusively for person with acquired human immunodeficiency syndrome (AIDS) provide information to justify the need for the type of beds being proposed.                   |
| <input type="checkbox"/>            | <u>55</u> | <input checked="" type="checkbox"/> | 6. If the project is to add beds to an existing facility, has the facility received a Notice of Noncompliance within the last 18 months as a result of a survey, inspection or complaint investigation? If the answer is yes, explain. |

### Divider IV. Financial Feasibility Review Criteria and Standards:

- |                                     |           |                                     |  |
|-------------------------------------|-----------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <u>57</u> | <input type="checkbox"/>            | 1. Document that the proposed costs per square foot are reasonable when compared to the latest "RS Means Construction Cost data".  |
| <input checked="" type="checkbox"/> | <u>59</u> | <input type="checkbox"/>            | 2. Document that sufficient financing is available by providing a letter from a financial institution or an auditors statement indicating that sufficient funds are available.   |
| <input checked="" type="checkbox"/> | <u>60</u> | <input type="checkbox"/>            | 3. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) for the latest three (3) years, and projected through three (3) full years beyond project completion.   |
| <input checked="" type="checkbox"/> | <u>57</u> | <input type="checkbox"/>            | 4. Document how patient charges are derived.   |
| <input checked="" type="checkbox"/> | <u>58</u> | <input type="checkbox"/>            | 5. Document responsiveness to the needs of the medically indigent.   |
| <input type="checkbox"/>            | <u>58</u> | <input checked="" type="checkbox"/> | 6. For a proposed new skilled nursing or intermediate care facility, what percent of your admissions would be Medicaid eligible on the first day of admission or become Medicaid eligible within 90 days of admission?               |
| <input type="checkbox"/>            | <u>58</u> | <input checked="" type="checkbox"/> | 7. For an existing skilled nursing or intermediate care facility proposing to add beds, what percent of your admissions is Medicaid eligible on the first day of admission or becomes Medicaid eligible within 90 days of admission? |

*\*Use for RCF/ALF, ICF/SNF and LTCH beds*

**DIVIDER I. APPLICATION SUMMARY:**

**1. APPLICATION IDENTIFICATION AND CERTIFICATION FORM  
(FORM MO 580-1861)**

See Attached Form.

**2. REPRESENTATIVE REGISTRATION (FORM MO 580-1869)**

See Attached Forms.

**3. PROPOSED PROJECT BUDGET (FORM MO 580-1863) AND DETAIL  
SHEET**

See Attached Form and detail sheets.



## Certificate of Need Program

# APPLICANT IDENTIFICATION AND CERTIFICATION

The information provided must match the **Letter of Intent** for this project, without exception.

### 1. Project Location (Attach additional pages as necessary to identify multiple project sites.)

Title of Proposed Project Creekside at Elfindale Retirement Community	Project Number 5476 RS
Project Address (Street/City/State/Zip Code) 1401 West Elfindale Street Springfield, MO 65807	County Greene

### 2. Applicant Identification (Information must agree with previously submitted Letter of Intent.)

List All Owner(s): <small>(List corporate entity.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Vetter Senior Living Springfield Creekside, LLC	20220 Harney Street, Elkhorn, NE 68022	402-895-3932
List All Operator(s): <small>(List entity to be licensed or certified.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Vetter Senior Living Springfield Creekside, LLC	20220 Harney Street, Elkhorn, NE 68022	402-895-3932

### 3. Ownership (Check applicable category.)

- |  |                                      |                                 |  |
|--|--------------------------------------|---------------------------------|--|
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Individual  | <input type="checkbox"/> City   | <input type="checkbox"/> District                    |
| <input type="checkbox"/> Partnership           | <input type="checkbox"/> Corporation | <input type="checkbox"/> County | <input checked="" type="checkbox"/> Other <u>LLC</u> |

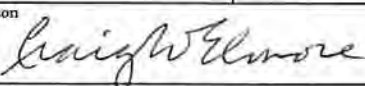
### 4. Certification

In submitting this project application, the applicant understands that:

- (A) The review will be made as to the community need for the proposed beds or equipment in this application;
- (B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
- (C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
- (D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months;
- (E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
- (F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

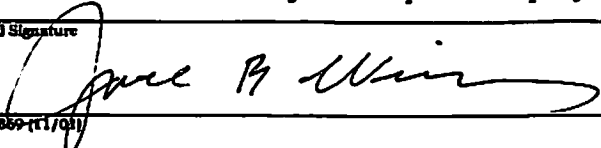
### 5. Authorized Contact Person (Attach a Contact Person Correction Form if different from the Letter of Intent.)

Name of Contact Person Craig W. Elmore	Title Consultant
Telephone Number 816-225-0888	Fax Number 913-345-0048
E-mail Address jjedcoe@aol.com	
Signature of Contact Person 	Date of Signature June 19, 2017



# Certificate of Need Program

## REPRESENTATIVE REGISTRATION


<i>(A registration form must be completed for each project presented.)</i>	
Project Name <b>Creekside at Elfindale Retirement Community</b>	Number <b>5476 RS</b>
<i>(Please type or print legibly.)</i>	
Name of Representative <b>Joel Wichman</b>	Title <b>Director of Facility Development</b>
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) <b>Vetter Health Services, Inc</b>	Telephone Number <b>402-895-3932</b>
Address (Street/City/State/Zip Code) <b>20220 Harney Street, Elkhorn, NE 68022</b>	
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented <b>Vetter Senior Living Springfield Creekside, LLC</b>	Telephone Number <b>402-895-3932</b>
Address (Street/City/State/Zip Code) <b>20220 Harney Street, Elkhorn, NE 68022</b>	
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input checked="" type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____	_____ _____
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.</p>	
Original Signature 	Date <b>June 19, 2017</b>

MO 580-1869 (11/01)



# Certificate of Need Program

## REPRESENTATIVE REGISTRATION

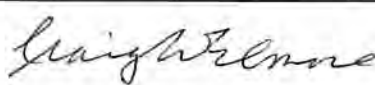
<i>(A registration form must be completed for each project presented.)</i>	
Project Name <b>Creekside at Ellendale Retirement Community</b>	Number <b>5476 RS</b>
<i>(Please type or print legibly.)</i>	
Name of Representative <b>Aaron Dunlap</b>	Title <b>Chief Financial Analyst</b>
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) <b>Vetter Health Services, Inc</b>	Telephone Number <b>402-895-3932</b>
Address (Street/City/State/Zip Code) <b>20220 Hamey Street, Elkhorn, NE 68022</b>	
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented <b>Vetter Senior Living Springfield Creekside, LLC</b>	Telephone Number <b>402-895-3932</b>
Address (Street/City/State/Zip Code)	
<p>Check one. Do you:</p> <p><input checked="" type="checkbox"/> Support</p> <p><input type="checkbox"/> Oppose</p> <p><input type="checkbox"/> Neutral</p> <p>Other Information:</p> <p>Relationship to Project:</p> <p><input type="checkbox"/> None</p> <p><input checked="" type="checkbox"/> Employee</p> <p><input type="checkbox"/> Legal Counsel</p> <p><input type="checkbox"/> Consultant</p> <p><input type="checkbox"/> Lobbyist</p> <p><input type="checkbox"/> Other (explain):</p>	
<p>I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: <i>Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.</i></p>	
Original Signature 	Date <b>June 19, 2017</b>

MO 580-1869 (11/01)



## Certificate of Need Program

# REPRESENTATIVE REGISTRATION

(A registration form must be completed for <b>each</b> project presented.)	
Project Name Creskide at Elfindale Retirement Community	Number 5476 RS
(Please type or print legibly.)	
Name of Representative Craig W. Elmore	Title Consultant
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) JJEDCOE Services	Telephone Number 816-225-0888
Address (Street/City/State/Zip Code) 11901 Manor Road, Leawood, KS 66209	
Who's interests are being represented? (If more than one, submit a separate Representative Registration Form for each.)	
Name of Individual/Agency/Corporation/Organization being Represented Vetter Senior Living Springfield Creekside, LLC	Telephone Number 402-895-3932
Address (Street/City/State/Zip Code) 20220 Harney Street, Elkhorn, NE 68022	
Check one. Do you: <input checked="" type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Neutral	Relationship to Project: <input type="checkbox"/> None <input type="checkbox"/> Employee <input type="checkbox"/> Legal Counsel <input checked="" type="checkbox"/> Consultant <input type="checkbox"/> Lobbyist <input type="checkbox"/> Other (explain):
Other Information: _____ _____	
I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.	
Original Signature 	Date June 19, 2017



## Certificate of Need Program

### PROPOSED PROJECT BUDGET

#### Description

#### Dollars

#### **COSTS:\***

(Fill in every line, even if the amount is "\$0".)

1. New Construction Costs ***	\$10,671,983
2. Renovation Costs ***	\$0
3. Subtotal Construction Costs (#1 plus #2)	\$10,671,983
4. Architectural/Engineering Fees	\$490,911
5. Other Equipment (not in construction contract)	\$613,639
6. Major Medical Equipment	\$0
7. Land Acquisition Costs ***	\$826,680
8. Consultants' Fees/Legal Fees ***	\$200,000
9. Interest During Construction (net of interest earned) ***	\$328,000
10. Other Costs ***	\$533,599
11. Subtotal Non-Construction Costs (sum of #4 through #10)	\$2,992,829
12. Total Project Development Costs (#3 plus #11)	\$13,664,812 **

#### **FINANCING:**

13. Unrestricted Funds	\$2,732,962
14. Bonds	\$0
15. Loans	\$10,931,850
16. Other Methods (specify)	\$0
17. Total Project Financing (sum of #13 through #16)	\$13,664,812 **

18. New Construction Total Square Footage	63,340
19. New Construction Costs Per Square Foot *****	\$168
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot *****	\$0

\* Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.

\*\* These amounts should be the same.

\*\*\* Capitalizable items to be recognized as capital expenditures after project completion.

\*\*\*\* Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.

\*\*\*\*\* Divide new construction costs by total new construction square footage.

\*\*\*\*\* Divide renovation costs by total renovation square footage.



**CREEKSIDE AT ELFINDALE RETIREMENT COMMUNITY  
ASSUMPTIONS FOR PROPOSED PROJECT BUDGET  
Project #5476 RS**

1. New construction costs include all site development and hard construction costs. Costs based on applicants experience in developing similar facilities along with input from the project contractor. See attached construction cost breakdown.
2. N/A
3. N/A
4. Architectural and Engineering Fees are estimated based on past experience.
5. Other Equipment includes all furnishings, fixtures and equipment necessary for the operation of a 50 bed ALF.
6. N/A
7. Land Acquisition Costs based on purchase price. A copy of the Settlement Statement is included in Divider II following the Deed.
8. Consultants' Fees/Legal Fees include accounting and legal fees and are based on the experience of the applicant.
9. Assumes draw on an approximate 18-month construction loan at 4.0% interest rate.
10. Includes third party reports, construction loan fee, lender inspection fee, surveys, sewer and water connections, due diligence, environmental, municipal fees and permits, project administration costs, taxes and insurance.
11. N/A
12. N/A
13. Assumes approximately 20% of total project cost funded by equity investment.
14. N/A
15. Assumes approximately 80% of total project cost funded by a commercial loan.
- 16-21. N/A

	Creekside ALU
	63,430
	AIA Gross SF
Project AIA Gross SF	
Site Development	\$1,268,600
	20.00
Foundations / Slab on Grade	\$888,020
	14.00
Structure	\$1,014,880
	\$16.00
Enclosure	\$951,450
	15.00
Interior Finishes	\$3,488,650
	55.00
Equipment & Special Const.	\$507,440
	8.00
Conveying Systems	\$100,000
	\$2
Sub Total General Construction	\$8,119,040
	128.00
Mechanical	\$63,473
	43.00
Fire Protection	\$253,720
	4.00
Electrical	\$1,585,750
	25.00
Sub-Total Mechanical Electrical	\$1,902,943
	0.00
General Conditions/Job Services/Other	\$650,000
	0.00
Total Programmed Cost	\$10,671,983
Cost per AIA gsf as Noted	168.25

## **DIVIDER II. PROPOSAL DESCRIPTION**

### **1. PROVIDE A COMPLETE DETAILED PROJECT DESCRIPTION.**

Vetter Senior Living Springfield Creekside, LLC proposes to develop and operate a 50-bed, 63,340 square foot, two-story, Assisted Living Facility (ALF) at a site located at 1401 West Elfindale Street in Springfield (65807). The proposed ALF facility will be a part of the existing Creekside at Elfindale Retirement Community. The project is intended to meet a strong community need for additional ALF services as well as enable Vetter Senior Living (VSL) to complement its existing independent living and skilled nursing care facilities and thus complete the continuum of senior care. The total project cost is \$13,664,812.

Vetter Senior Living was founded by Jack Vetter in 1977 for the purpose of providing the highest quality long term care for our seniors. As noted, VSL presently operates an independent living (IL) facility, the 172-unit Creekside at Elfindale Retirement Community (104 cottages and 68 apartments), which opened in 1986 and a skilled nursing facility (SNF), the 100-bed Manor at Elfindale, which opened in 1982, both located on the same 60-acre campus as the proposed ALF. Currently IL residents or SNF patients who should more appropriately be placed in an assisted living setting must leave the Creekside campus to access that care. This can be both a physical and emotional strain especially given their preference to remain at Creekside.

This project will remedy that problem. The physical proximity to other levels of care and continuity of care will give residents the opportunity to age in place and thus not have to seek ALF services elsewhere when the need arises. This is particularly important given the high demand for the existing IL and SNF services. VSL prides itself on providing the highest quality services and resident care and as a result has received numerous awards and recognition for quality (see attached list) and has had and continues to have very high occupancy (SNF 94% and IL 88%). In addition, Vetter Senior Living owns and operates the following facilities:

- VSL Alliance, LLC dba Highland Park Care Center, Alliance, NE
- VSL Broken Bow, LLC dba Brookestone View, Broken Bow, NE
- VSL Columbus, LLC dba Brookestone Acres, Columbus, NE
- VSL David City, LLC dba david place, David City, NE
- VSL Elkhorn LLC dba Brookestone Meadows, Elkhorn, NE
- VSL Emerson, LLC dba Heritage of Emerson, Emerson, NE
- VSL Fairbury, LLC dba Heritage of Fairbury, Fairbury, NE
- VSL Garnett, LLC dba Parkview Heights, Garnett, NE
- VSL Geneva, LLC dba Heritage Crossings, Geneva, NE
- VSL Gering, LLC dba Heritage Estates, Gering, NE

- VSL Grand Island, LLC dba Tiffany Square, Grand Island, NE
- VSL Hooper, LLC dba Hooper Care Center, Hooper, NE
- VSL Iowa Falls, LLC dba Heritage Care Center, Iowa Falls, IA
- VSL Lake City, LLC dba Shady Oaks, Lake City, IA
- VSL Lincoln Southlake, LLC dba Southlake Village, Lincoln, NE
- VSL Lincoln Sumner, LLC dba Sumner Place, Lincoln, NE
- VSL Loup City, LLC dba Rose Lane Home, Loup City, NE
- VSL Norfolk, LLC dba Heritage of Bel Air, Norfolk, NE
- VSL North Platte Court, LLC, dba Linden Court, North Platte, NE
- VSL North Platte Estates, dba Linden Estates, North Platte, NE
- VSL Omaha, LLC dba Brookestone Village, Omaha, NE
- VSL Papillion, LLC dba Papillion Manor, Papillion, NE
- VSL Red Cloud, LLC dba Heritage of Red Cloud, Red Cloud, NE
- VSL Seward, LLC dba Ridgewood Care Center, Seward, NE
- VSL Springfield Creekside, LLC dba Creekside at Elfindale, Springfield, MO
- VSL Springfield Manor, LLC dba Manor at Elfindale, Springfield, MO
- VSL St. Edward, LLC dba Cloverlodge Care Center, St. Edward, NE
- VSL St. Paul, LLC dba Brookefield Park, St. Paul, NE
- VSL Wahoo, LLC dba South Haven, Wahoo, NE

The proposed assisted living facility is designed to accommodate the lifestyle and physical requirements of its active elderly residents while maintaining a residential style, scale and feel. The physical design, amenities and services (i.e., dining, recreation areas, elevators, transportation and social activities) of the facility will focus on providing a comfortable and secure life-style for each resident. Creekside ALF will be a vibrant community where seniors can thrive and participate and where family is encouraged to visit. Many attractive amenities will enhance the quality of life at Creekside. They include a beautiful tree-shaded campus; elegantly-appointed dining areas and lobbies; areas for socializing, hobbies and indoor/outdoor activities appointed with lodge-like décor and furnishings. Perhaps most important the ALF would interact with both the independent living and skilled nursing facilities giving residents the comfort of knowing they will have access to those levels of care should they need them.

The proposed assisted living facility will be comprised of 38 single units each containing 552 to 775 square feet and 6 double units each containing 885 to 1,025 square feet. Creekside ALF will feature a gorgeous setting with outdoor walkways and benches and a stunning grand foyer. Amenities include two central dining rooms, private dining, gym and wellness center, salon, greenhouse, chapel, library, and solarium. Residents will be encouraged to

stay active and involved by leading classes and events related to their expertise and lifelong passions in the community.

The facility will provide supportive care from trained employees to those residents who are unable to live independently and require assistance with activities of daily living (ADL's) including management of medications, bathing, dressing, toileting, exercising, ambulating and eating.

Vetter Senior Living Springfield Creekside has identified a very strong need for assisted living services in Greene County, which is the geographic area from which over 75% of current residents in both its independent living and skilled care facilities originate and is therefore requesting a special exception from the 15-mile radius bed need determination. According to the MHFRC DHSS web page as of June 12, 2017 there is a need for 278 additional ALF/RCF beds in Greene County. This proposal is requesting only 50 of those beds.

**2. PROVIDE A TIMELINE OF EVENTS FOR THE PROJECT, FROM THE ISSUANCE OF THE CON THROUGH PROJECT COMPLETION.**

- CON Approved – September 2017
- Planned Development Zoning Approval – December 2017
- Architectural and Civil Design Complete – March 2018
- Final DHSS Plan Approval – March 2018
- Close Financing – April 2018
- Building Permit Issued – May 2018
- Commence Construction – May 2018
- Complete Construction – November 2019
- Owner Set-up and Training – December 2019
- Facility Licensed – January 2020

**3. PROVIDE A LEGIBLE CITY OR COUNTY MAP SHOWING THE EXACT LOCATION OF THE PROPOSED FACILITY.**

A map showing the location of the proposed facility is included in this Divider.

**4. PROVIDE A SITE PLAN FOR THE PROPOSED PROJECT.**

A site plan is included in this Divider.

**5. PROVIDE PRELIMINARY SCHEMATIC DRAWINGS FOR THE PROPOSED PROJECT.**

Schematic drawings of the proposed ALF facility are included in this Divider.

**6. PROVIDE EVIDENCE THAT ARCHITECTURAL PLANS HAVE BEEN SUBMITTED TO THE DHSS.**

A copy of the transmittal letter from John Sohl, A.I.A., the project architect, submitting the plans to DHSS, is included in this Divider.

**7. PROVIDE THE PROPOSED GROSS SQUARE FOOTAGE.**

The facility will contain a total of 63,340 square feet.

**8. DOCUMENT OWNERSHIP OF THE PROJECT SITE, OR PROVIDE AN OPTION TO PURCHASE.**

A copy of the deed for the proposed site is included in this Divider.

**9. DEFINE THE COMMUNITY TO BE SERVED.**

The community to be served consists primarily of those residents within Greene County age 65 and over in need of assisted living services. The applicant believes that in a city the size of Springfield a substantial majority of assisted living residents will originate from within an area smaller than a 15-mile radius of the facility. This is substantiated by the fact that over 75% of the residents of the existing VSL facilitates residence of origin is within Greene County.

**10. PROVIDE 2020 POPULATION PROJECTIONS FOR THE 15-MILE RADIUS SERVICE AREA.**

The DHSS 15-mile radius population data is included in this Divider. An adjustment of the data based on zip codes only partially within the 15-mile radius is also included in this Divider.

**11. IDENTIFY SPECIFIC COMMUNITY PROBLEMS OR UNMET NEEDS THE PROPOSAL WOULD ADDRESS.**

Actual community need is reflected by the large number of ALF/RCF beds needed in Greene County. Furthermore, over 75% of the residents of the existing VSL facilities originate from Greene County. This proposal will not

only enhance access for the entire community but will also improve continuity of care at Creekside. The following summarizes the basis for this application:

- As documented on the MHFRC DHSS website, there is a need for 278 additional ALF/RCF beds in Greene County.
- Nearly all of Green County is within the 15-mile radius of the project site.
- The existing and proposed Elfindale facilities are centrally located in and primarily serve residents of Springfield. Seventy-Five Percent (75%) of all current residents of both the existing Creekside independent living facility (172 units) and The Manor at Elfindale skilled nursing facility (100 beds) previous addresses are in Greene County. Historically and at present, the occupancy of both these facilities has been close to or greater than 90%.
- The proposed ALF project would enable the Creekside at Elfindale Retirement Community campus to complete the continuum of care. The availability of the proposed ALF beds would enable residents to age in place.
- There is both a community and institutional need for this project.

**12. PROVIDE HISTORICAL UTILIZATION FOR EACH OF THE PAST THREE YEARS AND UTILIZATION PROJECTIONS THROUGH THE FIRST THREE YEARS OF OPERATION OF THE NEW LTC BEDS.**

Since this is a new facility there is no historical utilization data. Projected total utilization is as follows:

<u>Year</u>	<u>Patient Days</u>
2020	7,300
2021	14,600
2022	17,155

**13. PROVIDE THE METHODS AND ASSUMPTIONS USED TO PROJECT UTILIZATION.**

The projected fill rate and utilization levels are based on the identified need for additional assisted living beds in the service area.

**14. DOCUMENT THAT CONSUMER NEEDS AND PREFERENCES HAVE BEEN INCLUDED IN PLANNING THIS PROJECT AND DESCRIBE HOW CONSUMERS HAD AN OPPORTUNITY TO PROVIDE INPUT.**

A public notice regarding the project was published in the Springfield News-Leader on June 14, 2017. A copy of the notice is included in this Divider.

**15. PROVIDE COPIES OF ANY PETITITONS, LETTERS OF SUPPORT OR OPPOSITION RECEIVED.**

Letters of support that have been received to date and are attached. Additional letters will be submitted as they are received.



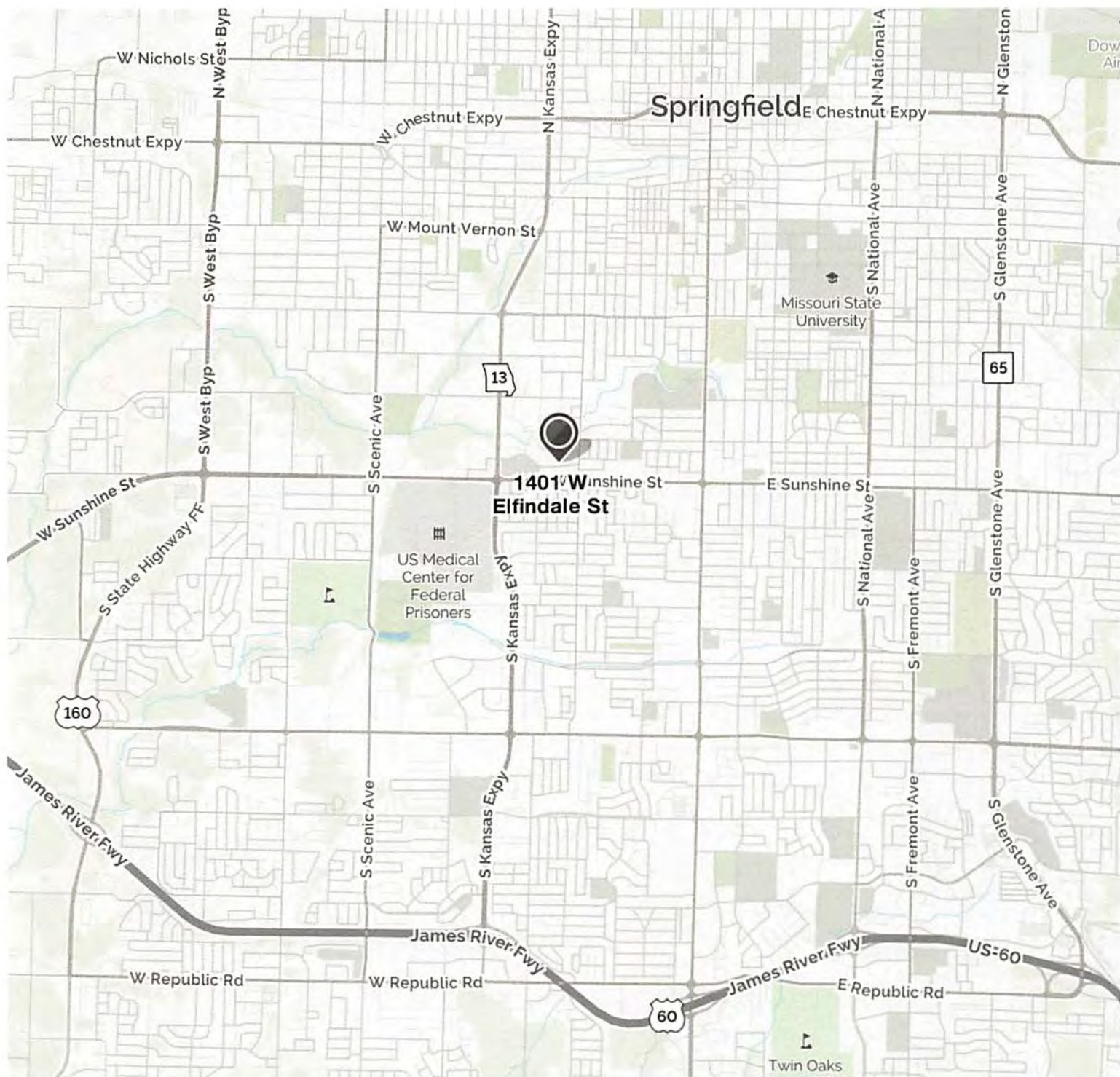
## **National, Local and Company Awards and Recognitions**

### **Creekside at Elfindale**

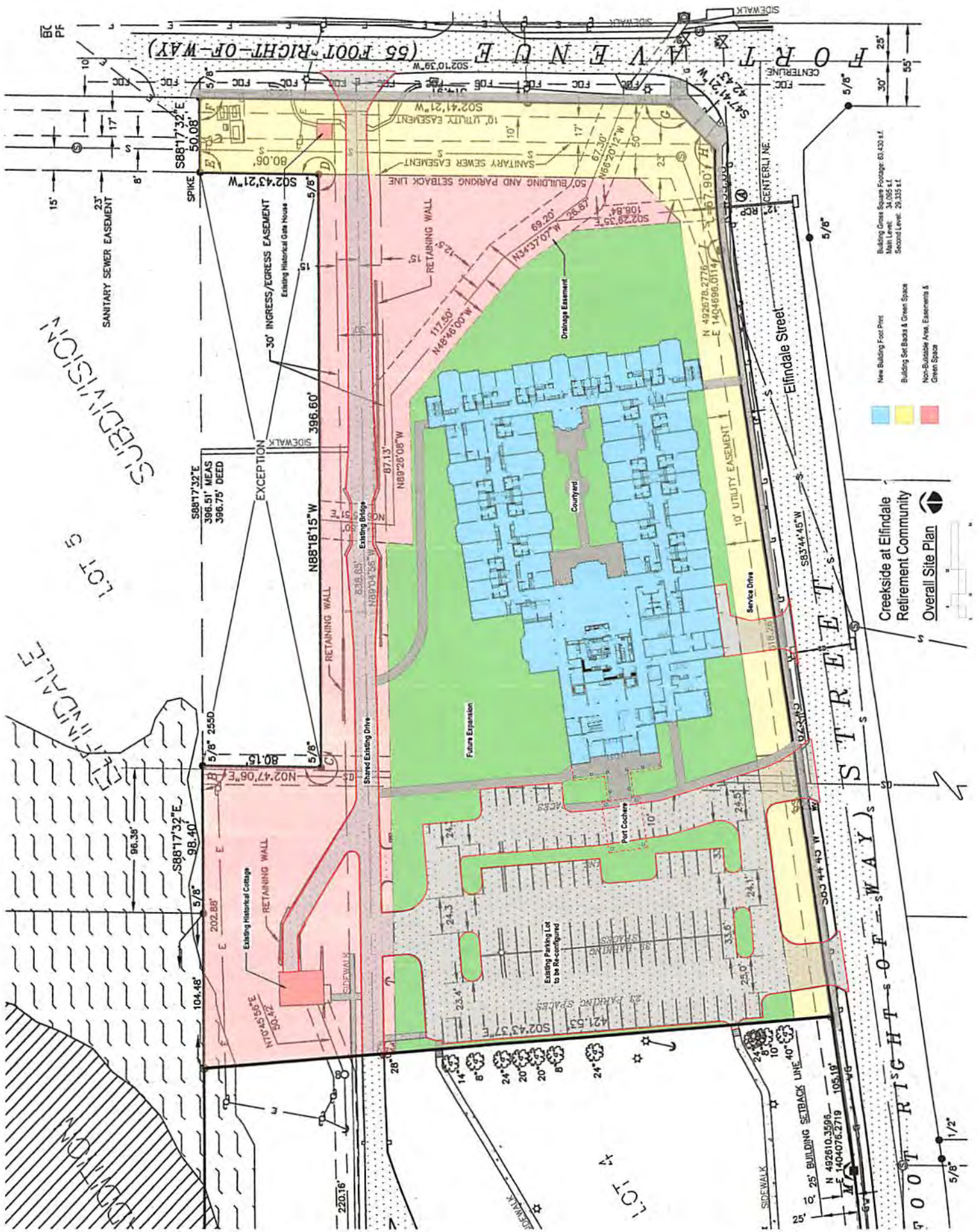
- Vetter Health Services Bright Star Awards:
  - 2011 – Lowest Turnover/Highest Retention for Team Members
  - 2012 – Esprit de Corps
  - 2013 – butterflies take flight
  - 2015 – Good Things Come From Garages
  - 2016 - Aye-Yi-Yi It Was Fun!
- Voted Best Retirement Community in The Ozarks six years in a row
  - Awarded the Better Business Bureau 2015 Torch Award for Market Place Ethics

### **The Manor at Elfindale**

- CMS Five Star rated home in all four areas
  - 2002 AHCA Bronze Quality Award
  - 2003 AHCA Silver Quality Award
  - MHCA state nursing home queen:
    - Ethel Reuter 2004
    - Helen Spellman 2010
  - 2011 DHHS Deficiency Free Survey
  - MHCA Caregiver of the Year winner - Michael Parrish 2012
- My Inner View Excellence in Action for Team Member Satisfaction 2012
- My Inner View Excellence in Action for Customer Satisfaction 2013
- MHCA Spirit Award Winner Golden Age Games in 2013 and 2015
  - 2013 DHHS Deficiency Free Survey
    - One Year Injury Free 2013
  - 2014 DHHS Deficiency Free Survey
- Only home in Missouri to achieve all four AHCA Quality Initiatives - 2014
  - 2015 AHCA Bronze Quality Award
  - 200,000 Hours Injury Free 2016
  - 400,000 Hours Injury Free 2017
- Voted Best of the Ozarks Retirement Community 8 years in a row 2010-2017





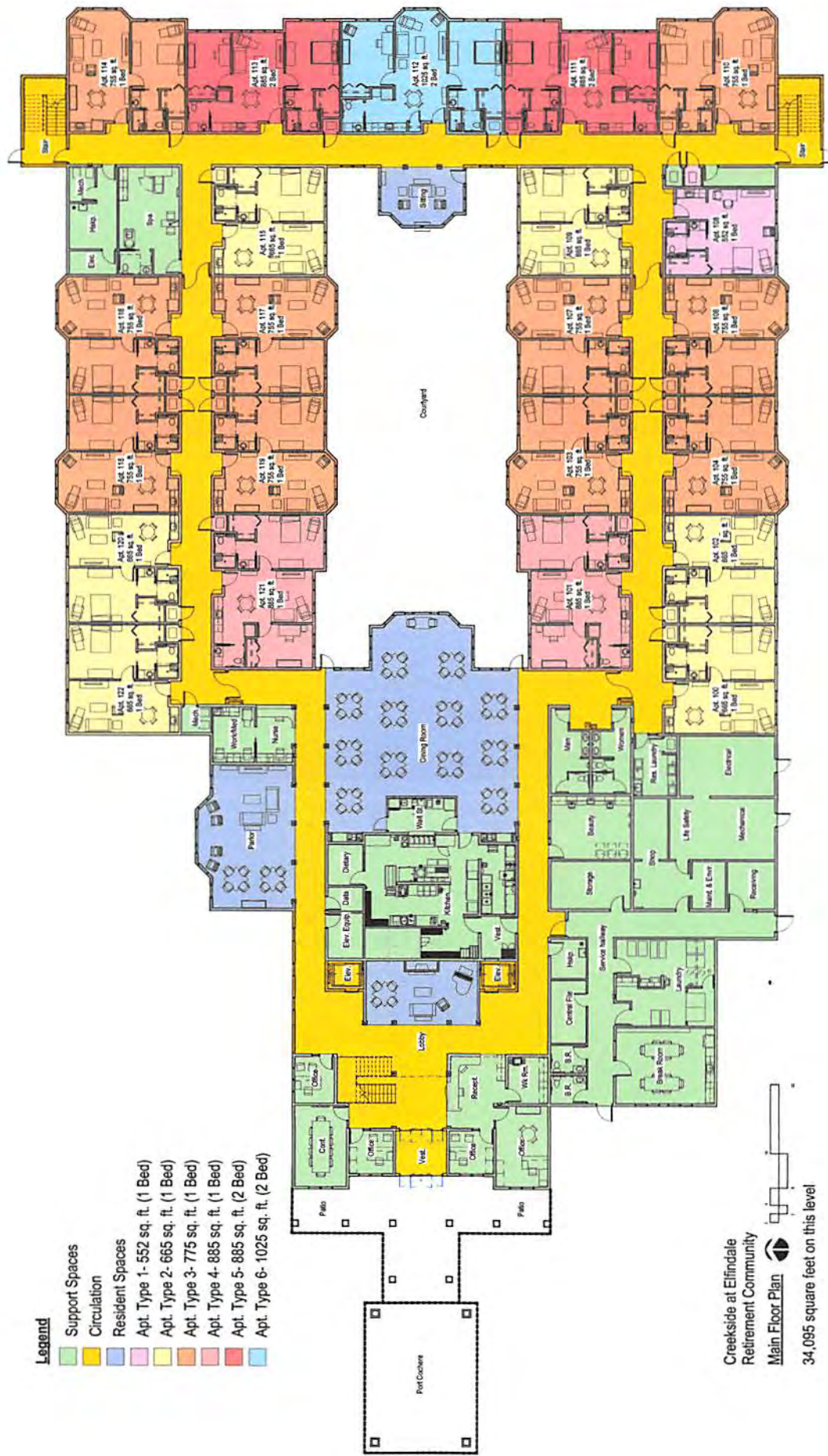


Building Gross Square Footage: 63,430 s.f.  
Main Level: 34,065 s.f.  
Second Level: 29,365 s.f.

- New Building Foot Print
- Building Set Backs & Green Space
- Non-Buildable Area, Easements & Green Space

Creekside at Elfindale Retirement Community  
Overall Site Plan



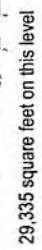


- Legend**
- Support Spaces
  - Circulation
  - Resident Spaces
  - Apt. Type 1- 552 sq. ft. (1 Bed)
  - Apt. Type 2- 665 sq. ft. (1 Bed)
  - Apt. Type 3- 775 sq. ft. (1 Bed)
  - Apt. Type 4- 885 sq. ft. (1 Bed)
  - Apt. Type 5- 885 sq. ft. (2 Bed)
  - Apt. Type 6- 1025 sq. ft. (2 Bed)

Creekside at Elfindale  
Retirement Community

Main Floor Plan

34,095 square feet on this level







*Vetter Health Services*  
20220 Harney Street  
Elkhorn, Nebraska 68022  
(402) 895-3932  
fax (402) 895-8165  
www.VetterHealthServices.com

June 12, 2017

Mr. Tracy Cleeton, Program Specialist  
Division of Regulation and Licensure  
Department of Health and Senior Services  
3418 Knipp Drive  
PO Box 570  
Jefferson City, MO 65102-0570

Re: Creekside at Elfindale Retirement Community

#5476 RS

Dear Mr. Cleeton:

Attached please find architectural design site plan and floor plans for Vetter Senior Living Springfield Creekside, LLC's proposed 50-bed assisted living facility in Springfield, Greene County. We are submitting this as part of the above referenced Certificate of Need application. Please let us know if you need any additional information.

We are looking forward to beginning the review process with your office.

Sincerely,

John Sohl, A.I.A.  
Staff Architect Vetter Health Services

Electronically Recorded

007073-17 24 Feb 2017 09:31:05 AM



Book: 2017  
Page: 007073-17  
20 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Cheryl Dawson Spaulding*  
Cheryl Dawson-Spaulding  
Recorder of Deeds

lcunningham

14-344

**Deed of Trust, Security Agreement and Fixture Filing**

(cover page)

Date of Document: February 23, 2017

Name of Grantor(s)/(Borrower): VSL Springfield Creekside, LLC, a Nebraska Limited Liability Company

Grantor Mailing Address: 20220 Harney St., Elkhorn, NE 68022

Name of Grantee(s)/(Lender): Vetter Holding, Inc., a Nebraska corporation

Grantee Mailing Address: 20220 Harney St., Elkhorn, NE 68022

Name of Trustee: Rooney McBride & Smith Law, LLC

Trustee Mailing Address: 4905 S. National Ave., Ste A 100, Springfield, MO 65810

Legal Description: See Exhibit A attached hereto as final page

**Greene County, Missouri**

*Prepared by and after recording  
return to:*

Christina M. Fink  
McGill, Gotsdiner, Workman & Lepp, P.C., L.L.O.  
11404 West Dodge Road, Suite 500  
Omaha, NE 68154-2584

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING SECURES FUTURE ADVANCES AND FUTURE OBLIGATIONS AND IS TO BE GOVERNED BY SECTION 443.055, REVISED STATUTES OF MISSOURI. \$807,413.46 IS THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS WHICH MAY BE SECURED HEREBY AT ANY TIME.

**DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING**

This Deed of Trust, Security Agreement and Fixture Filing (the “**Deed of Trust**”) is made as of February 23, 2017, by and among VSL SPRINGFIELD CREEKSIDE, LLC, a Nebraska Limited Liability Company with an address of 20220 Harney St., Elkhorn, NE 68022 (the “**Borrower**”), Rooney McBride & Smith Law, LLC, with an office located at 4905 S. National Ave., Ste A 100, Springfield, MO 65810 (the “**Trustee**”), and VETTER HOLDING, INC., a Nebraska corporation, with an address of 20220 Harney St., Elkhorn, NE 68022 (the “**Lender**”).

WHEREAS, the Borrower has executed and delivered a Promissory Note dated on or about the date hereof from the Borrower, as maker, to the Lender, as payee, in the stated principal amount of Eight Hundred Seven Thousand Four Hundred Thirteen Dollars and Forty Six Cents (\$807,413.46);

WHEREAS, the foregoing Promissory Note and any other promissory notes issued on or after the date hereof, as any of the foregoing may be amended, renewed, restated, replaced, consolidated or otherwise modified from time to time, are collectively referred to herein as the “**Note**”;

WHEREAS, the Borrower’s obligations under the Note, this Deed of Trust and any other documents (“**Loan Documents**”), and any other indebtedness or other obligations of the Borrower to the Lender, in each case whether monetary, nonmonetary, direct, indirect, acquired, joint, several, joint and several, existing, future, contingent or otherwise, and any replacements, renewals, extensions and other modifications of any of the above, together with all principal, premium, interest, fees, expenses and other amounts and charges relating thereto, and any amounts expended by or on behalf of the Lender for the protection and preservation of the mortgage lien and security interest granted herein, are hereinafter sometimes collectively called the “**Obligations**”;



WHEREAS, any agreements, documents or instruments evidencing, securing or otherwise relating to any of the Obligations (including, without limitation, the Note, this Deed of Trust and any other Loan Documents), and any amendments, restatements, replacements, consolidations and other modifications of any of the foregoing are hereinafter sometimes collectively called the "Loan Documents";

NOW, THEREFORE, to secure the full and prompt payment and performance of the Obligations, the Borrower does hereby GRANT, BARGAIN, and SELL, CONVEY and CONFIRM, unto the Trustee, for the benefit of the Lender, and unto the Trustee's successors and assigns forever, all of the Borrower's right, title and interest in and to the following property, whether such property or interest therein is now owned or existing or hereafter acquired or arising (collectively, the "Property"): (a) all of the tracts, parcels or other units of land described in Exhibit A attached hereto (the "Premises"); (b) all of the buildings, structures and other improvements now or hereafter situated on the Premises, together with any alterations, additions and improvements thereto and all restorations and replacements thereof made from time to time (collectively, the "Building"); (c) all machinery, apparatus, equipment and fixtures of every kind and nature whatsoever now or hereafter located in, on or about the Building or upon the Premises, or attached to or used or usable in connection with the operation or maintenance of the Premises or the Building or in connection with any construction being conducted on the Premises, including, but not limited to, all heating, lighting and power equipment, engines, plumbing, electrical, mechanical, refrigeration, ventilating and air conditioning equipment and apparatus, elevators, cranes, fittings, tools, ducts and compressors (collectively, the "Building Equipment"), which Building Equipment shall, to the fullest extent permitted by law, be deemed to be part of the real property encumbered by this Deed of Trust; (d) all easements, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Premises or the Building; (e) all insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect of the Property as a result of damage to or destruction of the Property, the exercise of the right of condemnation or eminent domain over any interest in the Property, the closing of, or the alteration of the grade of, any street on or adjoining the Premises, or any other injury to or decrease in the value of the Property; (f) to the extent permitted by applicable law, all franchises, permits, licenses and other rights respecting the use, occupation or operation of the Property or the activities conducted thereon or thereabout; (g) all rents, income and other benefits arising out of or otherwise relating to the Property and all leases on or affecting the Property, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such leases or the Property; and (h) all accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

TO HAVE AND TO HOLD the Property unto the Trustee, and unto the Trustee's successors and assigns forever, IN TRUST, WITH POWER OF SALE, for the benefit of the Lender, to secure the payment and performance of the Obligations.

The Borrower covenants, represents and warrants to the Lender and the Trustee as follows:

1. Indebtedness Secured. This Deed of Trust is given and is intended to secure the full and prompt payment and performance of the Obligations. This Deed of Trust is governed by

Mo. Rev. Stat. § 443.055 and secures, among other things, "future advances" and "future obligations" within the meaning of Mo. Rev. Stat. § 443.055. The priority of the lien hereunder securing such future advances and future obligations shall relate back to the date this Deed of Trust was recorded, all in accordance with Mo. Rev. Stat. § 443.055. The total principal amount of Obligations which may be secured hereby at any one time is Eight Hundred Seven Thousand Four Hundred Thirteen Dollars and Forty Six Cents (\$807,413.46) plus unpaid interest thereon. In addition, the Deed of Trust secures unpaid balances of advances made by the Lender with respect to the Property, for the payment of Impositions, as hereinafter defined, insurance premiums and costs incurred for the protection of the Property and any charges, expenses and fees, including reasonable attorneys' fees in connection with enforcement of the Deed of Trust after a default, which, by the terms hereof, shall be added to and increase the Obligations. All of the duties and obligations imposed on the Borrower hereunder, whether absolute or contingent, due or to become due, are for the reasonable protection of the lien of this Deed of Trust. This Deed of Trust shall remain in full force and effect with respect to all of the Property until all Obligations shall have been paid and performed in full. If the Obligations are paid and performed in accordance with the terms of the applicable Loan Documents, including, without limitation, the observance of all the agreements contained in this Deed of Trust, the Lender agrees, within a reasonable period of time after receiving written notice of the same from the Borrower, to release this Deed of Trust.

2. Title to Property and Other Representations and Warranties. The Borrower represents, warrants and covenants to the Lender that: (a) the Borrower owns the Premises and the improvements thereon in fee simple absolute and has good and marketable title to the remainder of the Property; (b) the Property is free of all liens, encumbrances, adverse claims and other defects of title whatsoever, except for matters of record (the "**Permitted Exceptions**"); (c) the Borrower does hereby and shall forever warrant and defend its and the Lender's respective title to and interest in the Property (including, without limitation, the validity and priority of the lien of this Deed of Trust) against all claims and demands whatsoever of any Person; (d) any Building hereafter constructed on the Premises will comply with all applicable zoning and building codes, ordinances and regulations and will lie wholly within the boundaries of the Premises; (e) there are no actions, suits or proceedings pending or, to the Borrower's knowledge, threatened against or affecting the Property; and (g) the Borrower has the good and unrestricted right, full power and lawful authority to subject the Property to this Deed of Trust.

3. Maintenance. The Borrower will maintain the Property in good order, condition and repair, excepting ordinary wear and tear. The Borrower will make, as and when the same becomes necessary, all structural and non-structural repairs, whether exterior or interior, ordinary or extraordinary, foreseen or unforeseen. The Borrower will not commit or suffer any waste of the Property. The Borrower will not construct any new or additional buildings on the Premises without the prior written consent of the Lender in each instance. Notwithstanding the foregoing, if the Borrower is required by applicable law to undertake any such alterations to the Building or the Building Equipment, the Borrower may do so without obtaining the Lender's consent thereto. In such event, the Borrower will promptly give the Lender written notice of any such legal requirement and, prior to undertaking such alterations, will notify the Lender in writing of any such alterations that the Borrower proposes to undertake. The Lender and the Trustee, and their respective agents, contractors and representatives, may enter upon and inspect the Property at all reasonable times until this Deed of Trust is released. Without limiting the generality of the

foregoing, the Lender and the Trustee, and their respective agents, contractors and representatives, may from time to time enter upon the Property and conduct upon the Property inspections and tests to determine the extent to which any hazardous substances, wastes or other environmentally unsound materials have been placed or discharged upon or otherwise affect the Property, all at the sole expense of the Borrower.

4. Restoration. If any of the improvements or equipment comprising the Property is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Borrower will promptly restore, replace or rebuild the same to as nearly as possible the value, quality and condition they were in immediately prior to such fire or other casualty or taking, with such alterations or changes as may be approved in writing by the Lender, which approval will not be unreasonably withheld; *provided, however*, that the Borrower is under no duty to so restore, rebuild or replace such property to the extent that the Lender receives and applies any insurance, condemnation or similar proceeds relating to such casualty to satisfy any part of the Obligations. The Borrower will give prompt notice to the Lender of any material damage to the Property.

5. Compliance with Laws; Use of Property. The Borrower will comply with all present and future laws, statutes, ordinances, rules, regulations and other requirements (including, without limitation, applicable zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction with respect to the Property. The Borrower will promptly perform and observe all of the terms, covenants and conditions of all instruments of record affecting the Property, non-compliance with which may affect the security of this Deed of Trust, or which shall impose any duty or obligation upon the Borrower or any tenant or other occupant of the Premises, and the Borrower will do all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Property. The Borrower will not use or permit the use of the Property in any manner which would tend to impair the value of the Property or materially increase the risk of fire or other casualty.

6. Impositions. The Borrower will pay when the same becomes due and payable all real estate taxes, assessments, water and sewer rates and charges, license fees and all other governmental levies and charges of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or which are payable with respect thereto (collectively, "**Impositions**"). Notwithstanding the foregoing, the Borrower may contest any Imposition by appropriate and timely proceedings, provided that on or before the due date for payment of such Imposition the Borrower establishes an escrow or other provision for payment of such Imposition satisfactory to the Lender in an amount estimated by the Lender to be adequate to pay such Imposition and any interest or penalties that may result from its nonpayment on the due date. In all such cases of contest, the Borrower will pay the contested Imposition within 10 days after the dismissal of the proceedings or the final and unappealable determination of the Borrower's or the Property's liability therefor, as the case may be. So long as any Event of Default, as defined in the Note, is in effect, however, the Borrower will, upon demand by the Lender, pay the whole of any assessment for local improvement which may be payable in installments, notwithstanding that such installments may not be due and payable at the

time of such demand by the Lender. The Borrower will deliver to the Lender, within 10 days after the Lender's request therefor, the original or a photocopy of the official receipt evidencing such payment or other proof of payment satisfactory to the Lender.

7. Insurance. (a) The Borrower, at the Borrower's sole expense, will insure the Property for the benefit of the Lender against loss or damage thereto and will keep in effect, for the Lender's benefit, comprehensive general public liability insurance against claims for bodily injury, death or property damage. The policies of insurance required by this Section will be in or with, as the case may be, companies, forms and amounts, and for such periods and with such deductibles, as is customary for property similar in use, location and condition to the Property, or as the Lender may otherwise require from time to time, and will insure the respective interests of the Borrower and the Lender. The insurance proceeds from all such policies of insurance (other than the proceeds in respect of any liability insurance policy) shall be payable to the Lender and Borrower jointly pursuant to a noncontributing first mortgagee endorsement satisfactory in form and substance to the Lender. Upon request by the Lender, the Borrower will promptly furnish evidence of satisfactory insurance on the Property and that the Borrower has complied with the other provisions of this Section. In addition to the other policies of insurance required hereunder, the Borrower will cause a title insurer reasonably acceptable to the Lender to insure, in favor of the Lender, the Borrower's ownership of, and the Lender's first priority lien on, the Property; such insurance to be in such amounts, in such form, and with such affirmative coverage and endorsements as the Lender may request.

(b) All proceeds of the insurance obtained by the Borrower hereunder (other than those relating to any liability insurance policy), will be paid to the Lender and Borrower jointly. The Lender and Borrower shall agree to apply the Insurance Proceeds in reduction or satisfaction of all or any part of the Obligations or, if any improvements are not restored, to maintain and restore the property relating to such proceeds to the extent that the Lender so applies such Insurance Proceeds, and the Lender may release the Insurance Proceeds to the Borrower in whole or in part upon conditions satisfactory to the Lender. So long as no Event of Default exists, the Borrower will have the right to compromise any such claims, subject to the Lender's prior consent thereto, which consent will not be unreasonably withheld.

(c) In the event of a foreclosure under this Deed of Trust, the purchaser of the Property will succeed to all of the rights of the Borrower, including any right to unearned premiums, in and to all policies of insurance which the Borrower is required to maintain under this Section and to all proceeds of such insurance.

8. Deposits for Impositions and Insurance. Upon notice from the Lender (which notice will not be given unless an Event of Default is in effect), the Borrower will deposit with the Lender on the first day of each month an amount equal to one-twelfth of (i) the aggregate annual payments for the Impositions, and (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by the Borrower under this Deed of Trust. In addition, upon notice from the Lender (which notice will not be given unless an Event of Default is in effect), the Borrower will deposit with the Lender such sum of money which, together with such monthly installments, will be sufficient to pay all the Impositions and insurance premiums at least thirty (30) days prior to the due date thereof. If the amounts of any Impositions are not ascertainable at the time any deposit is required to be made, the deposit will be made on the basis of the amounts of the Impositions for the prior tax year and, upon the amounts of the Impositions

being fixed for the then current year, the Borrower will, upon notice from the Lender, deposit any deficiency with the Lender. If the amount of the insurance premiums is not ascertainable at the time any deposit is required to be made, the deposit will be made on the basis of the amount of the insurance premiums for the prior year of the policy or policies, and, upon the amount of the insurance premiums being fixed for the then current year of the policy or policies, the Borrower will, upon notice from the Lender, deposit any deficiency with the Lender. If on a date thirty (30) days prior to the due date for the payment of any of the Impositions or the insurance premiums there are insufficient funds on deposit with the Lender to pay the same, the Borrower will, upon notice from the Lender, forthwith make a deposit with the Lender in the amount of such deficiency. The funds so deposited with the Lender will be held by the Lender without interest, and may be commingled with other funds of the Lender, and provided that an Event of Default has not occurred, such funds will be applied in payment of the Impositions and insurance premiums when due to the extent that the Borrower will have deposited funds with the Lender for such purpose. Upon the occurrence of an Event of Default, the funds deposited with the Lender may, at the option of the Lender, be retained and applied toward the payment of any or all of the Obligations, but no such application will be deemed to have been made by operation of law or otherwise until actually made by the Lender. The Borrower will furnish the Lender with a bill for each of the Impositions and insurance premiums and such other documents necessary for their payment at least thirty (30) days prior to the date they first become due. Upon an assignment of this Deed of Trust prior to any default hereunder by the Borrower, the Lender will have the right and obligation to pay over the balance of such deposits in its possession to the assignee, and thereupon the Lender will be completely released from all liability with respect to such deposits and the Borrower will look solely to the assignee in reference thereto. The provisions of the preceding sentence will apply to each and every assignment or transfer of such deposits to a new assignee.

9. Condemnation. (a) The Borrower will give immediate notice to the Lender upon the Borrower's learning of (i) any interest on the part of any Person possessing or who has expressed the intention to possess the power of eminent domain to purchase or otherwise acquire the Property, or (ii) the commencement of any action or proceeding to take the Property by exercise of the right of condemnation or eminent domain or of any action or proceeding to close or to alter the grade of any street on or adjoining the Premises. The Lender may participate in any such actions or proceedings in the name of the Lender or, whenever necessary, in the name of the Borrower, and the Borrower will deliver to the Lender such instruments as the Lender shall request to permit such participation. The Borrower will not settle any such action or proceeding, whether by voluntary sale, stipulation or otherwise, or agree to accept any award or payment without the prior written consent of the Lender, which consent will not be unreasonably withheld. The total of all amounts awarded or allowed with respect to all right, title and interest in and to the Property or the portion or portions thereof taken or affected by such condemnation or eminent domain proceeding and any interest thereon (herein collectively called the "Award") is hereby assigned to and shall be paid upon receipt thereof to the Lender and the amount received shall be retained and applied as provided in Section 9(b) below.

(b) Upon the Lender's receipt of any Award, the Lender may, at its option, either (i) retain and apply the Award toward the payment and performance of, or as cash collateral for, the Obligations, or (ii) subject to such escrow provisions as the Lender may require, pay the Award over in whole or part to pay or reimburse the Borrower for the cost of

restoring or reconstructing the Property remaining after such taking (the "Remaining Property"). If the Lender elects to pay the Award, or any part thereof, over to the Borrower, upon the completion of the restoration or reconstruction of the Remaining Property, any portion of the Award not used for the restoration or reconstruction of the Remaining Property will, at the option of the Lender, be applied in reduction of the Obligations; *provided, however*, that to the extent that such portion of the Award shall exceed the amount required to satisfy in full the then total amount of the Obligations, the Lender will pay over to the Borrower (or to whoever else may be lawfully entitled) the amount of such excess. In no event shall the Lender be required to release this Deed of Trust until the Obligations are fully paid and performed, nor shall the Lender be required to release from the lien of this Deed of Trust any portion of the Property so taken until the Lender receives the Award for the portion so taken.

10. Assignment of Rents and Leases. (a) The Borrower presently assigns to the Lender all of the Borrower's right, title and interest in and to any Leases, as defined hereinafter, with respect to the Property, and all rents, issues and profits of the Property. "Lease" means every lease or occupancy agreement for the use or hire of all or any portion of the Property which is in effect on the date hereof, or which is hereafter entered into, and by which the Borrower is a lessor or the like, and any renewals, extensions or other modifications thereof. The Borrower grants to the Lender, with or without the Lender or any other Person (including, without limitation, a receiver) taking possession of the Property, the right to give notice to the tenants of this assignment, to collect rents, issues and profits from the tenants and to enter onto the Property for the purpose of collecting the same and to let the Property and to apply such rents, issues and profits, after payment of all charges and expenses relating to the Property, to the Obligations. This assignment is an absolute assignment, subject to the license herein granted to the Borrower and the Borrower's obligations hereunder, and shall continue in effect until the Obligations are fully paid and performed. The Lender grants a revocable license to the Borrower to collect and use such rents, issues and profits; *provided, however*, that the foregoing license will be automatically revoked, without any action on the Lender's part, upon the occurrence of an Event of Default. Notwithstanding any law to the contrary, if there is an Event of Default, and if there is any applicable law requiring the Lender to take possession of the Property (or some action equivalent thereto, such as securing the appointment of a receiver) in order for the Lender to "perfect" or otherwise "activate" its rights and remedies as set forth herein, then the Borrower waives all benefits of such laws and agrees that such laws will be fully satisfied, without any action on the Lender's part, solely by the occurrence of such Event of Default. If, notwithstanding such waiver by the Borrower, such laws require the undertaking of some affirmative act by the Lender, the Borrower agrees that such laws will be fully satisfied solely by the Lender giving the Borrower notice, written or oral, that such Event of Default has occurred and that the Lender intends to enforce its rights in any Leases and/or any rents, issues and profits assigned herein.

(b) The Borrower will, from time to time upon request by the Lender, execute, acknowledge and deliver to the Lender, in form and substance satisfactory to the Lender, separate assignments of any Leases in order to further evidence the foregoing assignment. The Lender will not be obligated to perform any obligation to be performed by the Borrower under any Lease or other agreement affecting the Property, and the Borrower agrees to indemnify the Lender for, and hold the Lender harmless from, any and all liability and expenses arising from any such Lease or other agreement or any assignments thereof, and no assignment of any such

Lease or other agreement will place the responsibility for the control, care, management or repair of the Property upon the Lender, nor make the Lender liable for any negligence or other tortious conduct, whether by the Lender or any other Person, with respect to the management, operation, upkeep, repair or control of the Property resulting in injury, death, property or other damage or loss of any nature whatsoever.

(c) The Borrower will not cancel, amend or otherwise modify the terms and conditions of any Lease without obtaining the Lender's prior consent; nor will the Borrower accept payments of rent or the like more than one month in advance without obtaining the Lender's prior consent.

(d) The Lender may exercise its rights from time to time under this Section 10 without first commencing foreclosure proceedings against the Property if it so elects. Any such election by the Lender to exercise its rights from time to time under this Section 10 will not prohibit the Lender from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to the Lender hereunder or at law.

11. Lender's Right to Perform the Borrower's Covenants. If the Borrower fails promptly and fully to pay, perform or observe any of the Obligations, then the Lender may, at its option, but without any obligation to do so, and without waiving or releasing the Borrower from any of the Obligations, pay any Obligation or perform any Obligation or take such other action as the Lender deems necessary or desirable in order to cause such Obligation to be paid, performed or observed, as the case may be. The Borrower grants to the Lender, and agrees that the Lender will have, the absolute and immediate right to enter in and upon the Property to such extent and as often as the Lender, in its discretion, deems necessary or desirable for such purpose. The Lender may pay and expend such sums of money as the Lender deems reasonably necessary to protect the Property, and the Borrower hereby agrees to pay to the Lender all such reasonable sums so paid or expended by the Lender. All sums so paid or expended by the Lender, and the interest thereon, will be added to the Obligations and will be secured by the lien of this Deed of Trust.

12. No Claims Against Lender. Nothing contained in this Deed of Trust constitutes any consent or request by the Lender, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Property, or shall be construed to permit the making of any claim against the Lender in respect of labor or services or the furnishing of any materials or other property or any claim that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the lien of this Deed of Trust.

13. Liens. This Deed of Trust is and shall be maintained as a valid first mortgage lien on the Property, subject only to Permitted Exceptions. The Borrower will not, directly or indirectly, create or suffer or permit to be created, or to stand, against the Property or against the rents, issues and profits therefrom, any lien, charge, mortgage, deed of trust, adverse claim or other encumbrance, except for Permitted Exceptions; *provided, however*, that nothing contained in this Section requires the Borrower to pay any real estate taxes or other Impositions prior to the time when same are required to be paid under this Deed of Trust. The Borrower will keep and maintain the Property free from all liens of Persons supplying labor or materials relating to the construction, alteration, modification or repair of the Property. In no event will the Borrower do

or permit to be done, or omit to do or permit the omission of, any act or thing where such act or omission may impair the security of this Deed of Trust.

14. Security Agreement; Fixture Filing. The Borrower, as debtor, grants to the Lender, as secured party, as further security for the Obligations, a security interest in all personal property of the Borrower now or hereafter located on or about the Premises or the improvements thereon, or which otherwise relate to the Property or the Borrower's use of the Property in any respect, or in which the Borrower otherwise has any interest, including, without limitation and in addition thereto, all of the Borrower's presently owned or hereafter acquired fixtures, equipment, inventory, other goods, accounts, general intangibles, chattel paper, instruments, deposit accounts, investment property and all other property in which a security interest can be granted under applicable law. This Deed of Trust shall be effective as a "fixture filing" for purposes of Article 9 of the Uniform Commercial Code as in effect in the State of Missouri and Lender is authorized to file a financing statement.

15. Default. The Obligations will become immediately due and payable in full at the option of the Lender upon the occurrence of any one or more of the following (an "Event of Default"): (a) the occurrence of an Event of Default in the Note; (b) the Borrower fails to pay any Imposition on or before the date such Imposition may be paid without any penalty, interest or other premium within ten (10) days after written notice from Lender; (c) the Borrower fails to pay timely any premiums for insurance required under Section 7 or the Borrower fails to reimburse the Lender on demand for premiums paid by it on the insurance required under Section 7 within ten (10) days after written notice from Lender; (d) the Borrower directly or indirectly creates, suffers or permits to be created or to stand against the Property or against the rents, issues and profits therefrom, any lien, security interest, charge, mortgage, deed of trust or other encumbrance not expressly permitted herein without in each instance obtaining the Lender's prior written consent thereto which is not removed within thirty (30) days after written notice; (e) the Borrower's default in the observance or performance of any other covenant of the Borrower hereunder (other than a covenant the performance or observance of which is specifically referred to elsewhere in this Section 15), which default is not cured within thirty (30) days after the Lender gives the Borrower notice thereof (or, if earlier, after the Borrower obtains knowledge of such default), provided that if such failure is not reasonably susceptible to cure within such time period, so long as in Lender's sole determination Borrower is diligently proceeding to cure, such failure shall not constitute an Event of Default); (f) the Borrower sells, conveys, alienates, assigns or otherwise transfers the Property, or any part thereof or interest therein, in any manner, whether voluntary, involuntary, by operation of law or otherwise, or the Borrower enters into any agreement, written or oral, to so sell, convey, alienate, assign or otherwise transfer the Property, or any part thereof or interest therein; (g) a default or an event of default occurs under any other deed of trust, mortgage or like real property security instrument which encumbers the Property, or under any document evidencing any obligation secured thereby, or any foreclosure or similar proceeding is commenced with respect to the Property; (h) the Borrower delivers to the Lender any notice terminating or purporting to terminate, or the Borrower takes any other action to terminate or purporting to terminate, the operation of this Deed of Trust as security for any future advances or future obligations; or (i) the filing of any action to condemn, acquire by eminent domain or otherwise take any part of the Premises or Building which, in the Lender's determination, materially and adversely affects the use or



intended use of the Property as a whole or otherwise materially and adversely affects the Borrower's business prospects.

16. Notice Upon Acceleration: Application of Payments. Whenever the Lender in this Deed of Trust or in the other Loan Documents is given the option to accelerate the maturity of all or part of the Obligations, the Lender may, to the extent permitted by law, do so without presentment, protest, notice to or demand upon the Borrower. The Lender has the sole and exclusive right, and the Borrower irrevocably waives any right, to direct or redirect the application of any monies received by the Lender on account of the Obligations (whether such monies are received before or after the occurrence of an Event of Default, in the ordinary course of affairs, by acceleration, maturity or otherwise) against the Obligations (or to hold such monies as cash collateral for all of any of the Obligations) in such manner as the Lender may deem advisable, from time to time, notwithstanding any entry by the Lender upon any of its books and records.

17. Appointment of Receiver. After the occurrence of an Event of Default, or if any action is commenced to foreclose this Deed of Trust, without obligation to do so, the Lender, to the extent permitted by applicable law, may apply for the appointment of a receiver of the rents, issues and profits of the Property without notice or demand, and shall be entitled to the appointment of such receiver as a matter of right, without consideration of the value of the Property as security for the amounts due to the Lender or the solvency of any Person liable for the payment of such amounts.

18. Foreclosure. After the occurrence of an Event of Default, the Lender may, to the extent permitted by law, institute an action of judicial foreclosure, or take such other action as the law may allow, at law or in equity, to enforce this Deed of Trust and to realize upon the Property or any other security which is herein or elsewhere provided for, and to proceed to final judgment and execution for the entire unpaid balance of the Obligations at the applicable rate or rates specified in the Note to the date of default, and thereafter at the Default Rate, together with, to the extent permitted by applicable law, all other sums secured by this Deed of Trust, all costs of suit, and interest at the Default Rate, as defined in the Note, on any judgment obtained by the Lender from and after the date of any judicial sale of the Property (which may be sold in one parcel or part or in such parcels or parts, manner or order as the Lender may elect) until actual payment is made to the Lender on the full amount due the Lender. The Lender may foreclose or otherwise realize upon one parcel or any other part of the Property, on one or more occasions, without releasing this Deed of Trust or precluding the further foreclosure or other realization hereunder of any other parcels or parts of the Property not so foreclosed or realized upon. Failure to join or to provide notice to tenants or any other Persons as defendants or otherwise in any foreclosure action or suit will not constitute a defense to such foreclosure or other action. Upon any foreclosure sale, whether by virtue of judicial proceedings or otherwise, the Lender may bid upon and purchase the Property or any part thereof or interest therein, and upon compliance with the terms of the sale, may hold, retain, possess and dispose of the same in its own absolute right, without further accountability.

19. Sale by the Trustee. (a) After the occurrence of an Event of Default and at the request of the Lender, the Trustee will proceed to sell the Property, either in mass, in parcels or in any other part or parts thereof, in the Lender's sole determination, and in such order as the Lender may determine in its sole determination, at public vendue, to the highest bidder for cash

or other property at a front door (to be designated by the Trustee) of the Circuit Court House of the county in which the Premises are located, or at such other place designated by the Trustee as may be permitted by law; first giving lawful notice of the time, terms and place of sale, and a description of the Property to be sold, as provided by the law of the State of Missouri then in effect. The Trustee may postpone the sale of all or any portion of the Property by public announcement at such time and place of sale (or by any other means permitted by law) and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding public announcement (or by any other means permitted by law). The Lender may foreclose or otherwise realize upon, and the Trustee may sell, one parcel or any other part or parts of the Property, on one or more occasions, without releasing this Deed of Trust, or precluding the further foreclosure or other realization hereunder of any other parcels or other parts of the Property not so foreclosed or realized upon. The Lender or any assignee hereof has the right to bid at and become purchaser at any foreclosure sale, applying against the purchase price all or a part of any Obligations then due and owing.

(b) The Trustee will not be disqualified from acting as the trustee hereunder or from performing any of the duties of the trustee, or from exercising the rights, powers and remedies herein granted, by reason of the fact that the Trustee is an attorney, agent, officer, employee or stockholder of the Lender or is otherwise affiliated with the Lender in any respect.

(c) Upon any trustee's sale, the Trustee will execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital or fact in such deed will be prima facie evidence of the truth of such statement or recital, and the Trustee will receive the proceeds of such sale, out of which the Trustee will pay the following amounts in the following order of payment: first, the reasonable costs and expenses of selling the Property including, without limitation, publication, survey, title and abstract costs and other expenses, and compensation to the Trustee and to any attorneys employed by the Trustee or the Lender for their services and expenses; second, to the Lender, upon the usual vouchers therefor, all monies paid for insurance, taxes, lien claims, and any other costs and expenses advanced or incurred by the Lender to preserve or protect the Property, and interest on any of the foregoing to the extent permitted herein and allowed under applicable law; third, to the Lender, the amount of the outstanding Obligations together with the interest thereon; fourth, the amount due on junior encumbrances, if any, with interest; fifth, the remainder of such proceeds, if any, will be paid to the Borrower or, at the Lender's option, to any other Person lawfully entitled thereto. In the event of a sale hereunder, the abstract of title to the Property, if any, and all policies of insurance delivered as hereinabove provided, may, at the Trustee's option, be assigned and delivered to the purchaser at such sale; and the Trustee is hereby authorized, should the Trustee so elect, to make such assignment of insurance and in the name of the insured in such policy.

20. Substitute Trustee. The Trustee, or any substitute trustee, may be removed at any time, with or without cause, at the option of the Lender, by written declaration of such removal signed by the Lender, without any notice to, demand upon or consent of the Trustee, any substitute trustee, the Borrower or any other Person. If at any time the Trustee or any substitute trustee should be so removed, or should become absent from Missouri, die, or refuse, fail or be unable to act as such Trustee or substitute trustee, the Lender may appoint any Person as substitute trustee hereunder, without any formality other than a written declaration of such appointment executed by the Lender; and immediately upon such appointment, the substitute

trustee so appointed will automatically become vested with all the estate and title in the Property, and with all of the rights, powers, privileges, authority, options and discretions, and charged with all of the duties and liabilities, vested in or imposed upon the Trustee by this Deed of Trust, and any conveyance executed by such substitute trustee, including the recitals therein contained, will have the same effect and validity as if executed by the Trustee.

21. Creation of Tenancy Relationship. The Borrower reserves possession of the Property as a tenant at will of the Trustee, at a rental of One Dollar (\$1.00) per month payable on demand, until an Event of Default has occurred, whereupon the Borrower (i) will pay monthly in advance to the Lender the fair and reasonable rental value, which amount will be determined by the Lender in its reasonable judgment, for the use and occupation of the Property, and (ii) upon demand of the Trustee, will deliver possession of the Property to the Trustee or the purchaser at any Trustee's sale hereunder. The Trustee or any such purchaser may institute summary or other proceedings in such event to recover possession of the Property.

22. Possession of Property. To the extent permitted by applicable law, after the occurrence of an Event of Default, the Lender and its agents, designees or assigns are authorized to (i) take possession of the Property, with or without legal action; (ii) lease the Property; (iii) collect all rents, issues and profits therefrom, with or without taking possession of the Property; and (iv) after deducting all costs of collection and administration expenses, apply the net rents, issues and profits to the payment of Impositions, insurance premiums and all other carrying charges (including, but not limited to, agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair or restoration of the Property, or on account and in reduction of the Obligations, in such order and amounts as the Lender, in the Lender's sole discretion, may elect. The Lender is liable to account only for rents, issues and profits actually received by it.

23. Waiver of Redemption. To the extent permitted by applicable law, the Borrower hereby irrevocably waives and releases: (i) any right of redemption after the date of any sale of the Property upon foreclosure, whether statutory or otherwise, in respect of the Property now or hereafter in force (irrespective of whether the Lender or any other Person purchases the Property at such foreclosure); (ii) the benefit of any and all valuation and appraisal laws now or hereafter in force; (iii) all exemption laws whatsoever and all moratoriums, extensions or stay laws or rules, or orders of court in the nature of either of them, now or hereafter in force; and (iv) any right to have the Property marshaled upon any foreclosure of this Deed of Trust.

24. Expenses of the Lender and the Trustee. To the extent permitted by applicable law, all costs and expenses paid or incurred by the Lender and/or the Trustee, including, without limitation, attorneys' fees, in any action, proceeding or dispute of any kind in which the Lender and/or the Trustee is made a party or appears as a plaintiff or defendant, affecting the Lender, the Trustee, this Deed of Trust, the other Loan Documents and/or the Property, including, but not limited to, the enforcement of this Deed of Trust, any condemnation action involving the Property, any action to protect the security hereof, or any case or proceeding under Title 11 of the United States Code will be added to and included in the Obligations and will be secured by this Deed of Trust and, upon demand, will be immediately due from the Borrower. Without limiting the generality of the foregoing, if this Deed of Trust is foreclosed, or if any of the other Loan Documents are placed in the hands of an attorney for collection or is collected through any court, including any bankruptcy court, the Borrower, to the extent permitted by applicable law,

will pay to the Lender the reasonable attorneys' fees, court costs, disbursements and other costs incurred (irrespective of whether litigation is commenced in pursuance thereof) in collecting or attempting to collect the Obligations or enforcing or defending the Lender's rights hereunder, or under the other Loan Documents, or under any other collateral securing the Obligations, and all allowances provided by law, to the extent allowed by the laws of the state in which the Property is located, or any state in which any of such other collateral for the Obligations is situated, or other applicable law. All of the Borrower's obligations under this Section shall survive the foreclosure, release or other termination of this Deed of Trust, the satisfaction of the other Obligations secured hereby, and any merger of this Deed of Trust into any judgment or the like, whether pursuant to foreclosure or otherwise.

25. Discontinuance of Action. The Lender may from time to time, to the extent permitted by applicable law, take action to recover any sums, whether interest, principal or any other obligation or sums, required to be paid under this Deed of Trust or the other Loan Documents, as the same become due, without prejudice to the right of the Lender thereafter to bring an action of foreclosure, or any other action, for a default existing when such earlier action was commenced. If the Lender proceeds to enforce any right under this Deed of Trust or the other Loan Documents, and such proceedings are discontinued or abandoned for any reason, then in every such case the Borrower and the Lender will be restored to their former positions and the rights, remedies and powers of all parties hereto will continue as if no such proceedings had been taken.

26. Taxes. Upon passage after the date of this Deed of Trust of any law of the United States, the State of Missouri or any other governmental entity which deducts from the value of real property, for purposes of taxation, any indebtedness secured by mortgages or which changes in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes or the manner of the collection of any such taxes, and which imposes a tax, either directly or indirectly, on this Deed of Trust or all or any part of the sum secured hereby or the interest thereon, the Lender may declare the whole of the Obligations and the interest accrued thereon, due on a date to be specified by not less than thirty (30) days' written notice to the Borrower; *provided, however*, that such declaration will be ineffective if the Borrower is permitted by law to pay such tax in addition to all other payments required hereunder, without any penalty or charge thereby accruing to the Lender, and if the Borrower pays such tax within such thirty (30) day period. The Borrower will pay any taxes except income taxes imposed on the Lender relating to this Deed of Trust.

27. Recording and Other Fees; Further Assurances. The Borrower will pay all recording and filing fees, all recording taxes and all other costs and expenses in connection with the preparation, execution and recordation and other manner of perfection of this Deed of Trust and any other Loan Documents, and will reimburse the Lender on demand for such costs and expenses incurred by or on behalf of the Lender. The Borrower agrees to execute and deliver promptly such instruments and other documents, and promptly to take such action or promptly refrain from taking such action, as the Lender may request, from time to time, to evidence, create, perfect, continue or otherwise assure the Lender of the real and personal property security interests granted, or purported to be granted, to or for the benefit of the Lender hereunder and all other rights and benefits granted, or purported to be granted, to or for the benefit of the Lender hereunder; all at the sole cost and expense of the Borrower. Without limiting the generality of

the foregoing, the Borrower will, at any time on request of the Lender, execute or cause to be executed and will deliver financing statements, continuation statements, security agreements, or the like, in respect of any Property and the Borrower will pay all filing fees, including, without limitation, fees for filing continuation statements, in connection with such financing statements.

28. No Waiver. Any failure by the Lender to insist upon the strict performance by the Borrower of any of the Obligations will not be deemed to be a waiver of any of such Obligations, and the Lender, notwithstanding any such failure, may thereafter insist upon the strict performance by the Borrower of any and all of the Obligations.

29. No Release. The Borrower and any other Person now or hereafter obligated for the payment or performance of all or any part of the Obligations will not be released from paying and performing such Obligations and the lien of this Deed of Trust will not be affected by reason of (i) the failure of the Lender to comply with any request of the Borrower, or of any other Person so obligated, to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust or of any of the Obligations secured by this Deed of Trust; (ii) the release, regardless of consideration, of the obligations of any Person or Persons liable for payment or performance of the Obligations or any part thereof; or (iii) any agreement or stipulation extending the time of payment or modifying the terms of any of the Loan Documents and in the event of such agreement or stipulation, the Borrower and all such other Persons will continue to be liable under such Loan Documents, as amended by such agreement or stipulation, unless expressly released and discharged in writing by the Lender.

30. Release of Collateral. The Lender may release or partially release, regardless of consideration, the obligation of any Person liable for payment of any of the Obligations secured hereby, or may release any part of the Property or any other collateral now or hereafter given to secure the payment of the Obligations or any part thereof, without impairing, reducing or otherwise affecting the Obligations, the remainder of the security of this Deed of Trust or the priority of the rights created by this Deed of Trust.

31. Rights Cumulative. The rights and remedies provided for in this Deed of Trust, or which the Lender may have otherwise, at law or in equity, will be distinct, separate and cumulative and will not be deemed to be inconsistent with each other, and none of them, whether or not exercised by the Lender, will be deemed to be in exclusion of any other, and, to the extent permitted by law, any two or more of all such rights and remedies may be exercised at the same time.

32. Severability. If any term or provision of this Deed of Trust or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Deed of Trust, or the application of such term or provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Deed of Trust shall be valid and enforceable to the fullest extent permitted by law. If any payments (including, without limitation, any interest payments) required to be made hereunder or under the other Loan Documents shall be in excess of the amounts allowed by law, the amounts of such payments shall be reduced to the maximum amounts allowed by law.

33. Notices. All notices, demands, consents, approvals and requests given or required to be given by any party hereto to any other party hereto are to be in writing and are to be given in accordance with the terms and provisions of this Deed of Trust.

34. Indemnification Against Liabilities. The Borrower will protect, indemnify, hold harmless and defend the Lender from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon incurred by or asserted against the Lender by reason of (a) ownership of or any other interest in the Property, (b) any accident or injury to or death of Persons or loss of or damage to or loss of the use of property occurring on or about the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (c) any use, non-use or condition of the Property, or the adjoining sidewalks, curbs, vaults and vault spaces, if any, streets, alleys or ways, (d) any failure on the part of the Borrower to perform or comply with any of the terms of this Deed of Trust or the other Loan Documents, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Property made or suffered to be made by or on behalf of the Borrower, (f) any negligence or other tortuous act on the part of the Borrower or any of its agents, contractors, lessees, licensees or invitees, (g) any negligence or other tortuous act on the part of the Lender or any of its agents, contractors, lessees, licensees or invitees (other than gross negligence or willful misconduct), and (h) any work in connection with any alterations, changes, new construction or demolition of the Property; irrespective of whether any such liabilities, obligations, claims, damages, penalties, causes of actions, costs or expenses are, caused by, or otherwise arise out of, in whole or in part, the Lender's negligence or other tortuous conduct (other than gross negligence or willful misconduct), whether active or passive. The Borrower will pay and hold the Lender harmless against any and all liability with respect to any intangible personal property tax or similar imposition of the state in which the Property is located or any subdivision or authority thereof now or hereafter in effect, to the extent that the same may be payable by the Lender in respect of this Deed of Trust, the other Loan Documents or the Obligations. All amounts payable to the Lender under this Section will be payable on demand and will be deemed Obligations secured by this Deed of Trust. If any action, suit or proceeding is brought against the Lender by reason of any such occurrence, the Borrower, upon request of the Lender will, at the Borrower's expense, resist and defend such action, suit or proceeding or cause the same to be resisted or defended by counsel designated by the Borrower and approved by the Lender. All of the Borrower's obligations under this Section shall survive the foreclosure, release or other termination of this Deed of Trust, the satisfaction of the Obligations, and any merger of this Deed of Trust into any judgment or the like, whether pursuant to foreclosure or otherwise.

35. Environment. (a) The Borrower will comply with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments or decrees of all governmental authorities (whether federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water or air pollution, composition of products, underground storage tanks, toxic substances or chemicals, solid and special wastes, hazardous wastes, substances, material or chemicals, waste, used, or recycled oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

(b) The Lender does not assume and shall not be deemed to have assumed any responsibility, liability, or obligation with respect to compliance with any federal, state, or local environmental law, rule, regulation, order, permit, license, ordinance, judgment or decree; *provided, however*, that in the event of the imposition or assumption for any reason whatsoever of any such responsibility, liability, or obligation, the Borrower agrees to indemnify and hold the Lender harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements, of any kind or nature whatsoever, including without limitation, attorneys' and experts' fees, which may be imposed on, incurred by or asserted against it in any way relating to or arising from the Obligations, this Deed of Trust, the other Loan Documents and/or the Property. All of the Borrower's obligations under this Section shall survive the foreclosure, release or other termination of this Deed of Trust, the satisfaction of the Obligations, and any merger of this Deed of Trust into any judgment or the like, whether pursuant to foreclosure or otherwise.

36. Certain Definitions. The following terms shall, for purposes of this Deed of Trust, have the respective meanings herein specified unless the context otherwise requires: (a) "Lender" means the Lender herein named and any subsequent beneficiary of this Deed of Trust, and its, his, her or their respective successors, assigns, heirs and personal representatives. (b) "Building" means all of the Building described herein including any part thereof. (c) "Building Equipment" means all of the Building Equipment described herein including any part thereof. (d) "Borrower" means the Borrower herein named and any subsequent owner or owners of the Property and its, his, her or their respective successors, assigns, heirs and personal representatives. (e) "Person" means an individual, corporation, partnership, trust, unincorporated organization or government, or any agency or political subdivision thereof, or any other legal entity. (f) "Premises" means all of the Premises described herein including any part thereof. (g) "Property" means all of the Property described herein including any part thereof.

37. Successors and Assigns. The terms, covenants and provisions of this Deed of Trust apply to and are binding upon the Borrower and all subsequent owners and other Persons who have an interest in the Property, and inures to benefit of the Lender, the successors and assigns of the Lender, and all subsequent holders of this Deed of Trust, but the provisions of this Section shall not be construed to modify the provisions of Section 15(f).

38. Miscellaneous. The Borrower further agrees as follows: (a) This Deed of Trust cannot be changed, waived, discharged or terminated orally but only by an agreement in writing, signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. (b) This Deed of Trust shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. (c) All terms and words used in this Deed of Trust, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. (d) If there is more than one Borrower, the representations, warranties, covenants and other obligations of the Borrower hereunder are the joint and several representations, warranties, covenants and other obligations of each and every Borrower. Whenever the terms of this Deed of Trust prohibit the Borrower from doing or permitting to be done, whether voluntarily or otherwise, any act or event, each such negative covenant applies to each and every Borrower and the failure of any one Borrower in respect thereof shall be deemed

a default of such negative covenant notwithstanding that any other Borrower may not be in default of such negative covenant. (e) The Section headings in this Deed of Trust and any index at the beginning of this Deed of Trust are for convenience of reference only and do not limit or otherwise affect any of the terms hereof. (f) All covenants contained herein run with the Property until the Obligations have been fully paid and performed. (g) Time is of the essence in the payment and performance by the Borrower of the Obligations. (h) If this Deed of Trust imposes any benefits or burdens on the Lender which, by law or otherwise, should or may be imposed on the Trustee, the Lender may assign to the Trustee all or any part of such benefits and burdens without notice to, or the consent of, the Borrower or any other Person. (i) If this Deed of Trust imposes any benefits or burdens on the Trustee which, by law or otherwise, should or may be imposed on the Lender, the Trustee may assign to the Lender all or any part of such benefits and burdens without notice to, or the consent of, the Borrower or any other Person (other than the Lender). (j) This Deed of Trust shall be governed by the laws of the State of Missouri, without regard to any choice of law rule thereof giving effect to the laws of any other jurisdiction.

[signature page to follow]



IN WITNESS WHEREOF, this Deed of Trust has been duly executed by the Borrower and delivered to the Lender as of the day and year first above written.

Address for Notice:

20220 Harney St  
Elkhorn, NE 68022

VSL SPRINGFIELD CREEKSIDE, LLC, a  
Nebraska Limited Liability Company

By:

Glenn A. Van Ekeren, President

**ACKNOWLEDGEMENT**

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF DOUGLAS    )

On this 11th day of February 23, 2017, before me, a Notary Public in and for said State, personally appeared Glenn A. Van Ekeren, to me personally known, who, being by me duly sworn, did say that he is the person who executed the foregoing instrument as President of VSL Springfield Creekside, LLC a Nebraska Limited Liability Company, on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.



My Commission expires: April 12, 2020

Christine M. O'Reilly  
Notary Public

Christine M. O'Reilly

**EXHIBIT A**

**(Legal Description of Premises)**

ALL OF LOT 2 OF ELFINDALE 4TH ADDITION, AN ADMINISTRATIVE RE-PLAT OF A PORTION OF LOT 4 IN ELFINDALE, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI ACCORDING TO THE PLAT RECORDED IN BOOK AAAAT PAGE 4954 IN THE GREENE COUNTY MISSOURI RECORDER'S OFFICE.

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RMS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 14-344	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<b>D. Name and Address of Borrower:</b> VSL SPRINGFIELD CREEKSIDE, LLC	<b>E. Name and Address of Seller:</b> CORNERSTONE WORLD OUTREACH CENTER	<b>F. Name and Address of Lender:</b> CASH TRANSACTION
<b>G. Property Location:</b> 1701 S. FORT SPRINGFIELD, MO 65807 GREENE County, Missouri LOT 2 - REPLAT LOT 4 ELFINDALE	<b>H. Settlement Agent:</b> Titan Title & Closing of MO 2925 E. Battlefield, Suite 235 Springfield, MO 65804 Ph. 417-882-2100 Place of Settlement: 2925 E. Battlefield, Suite 235 Springfield, MO 65804	<b>I. Settlement Date:</b> February 23, 2017

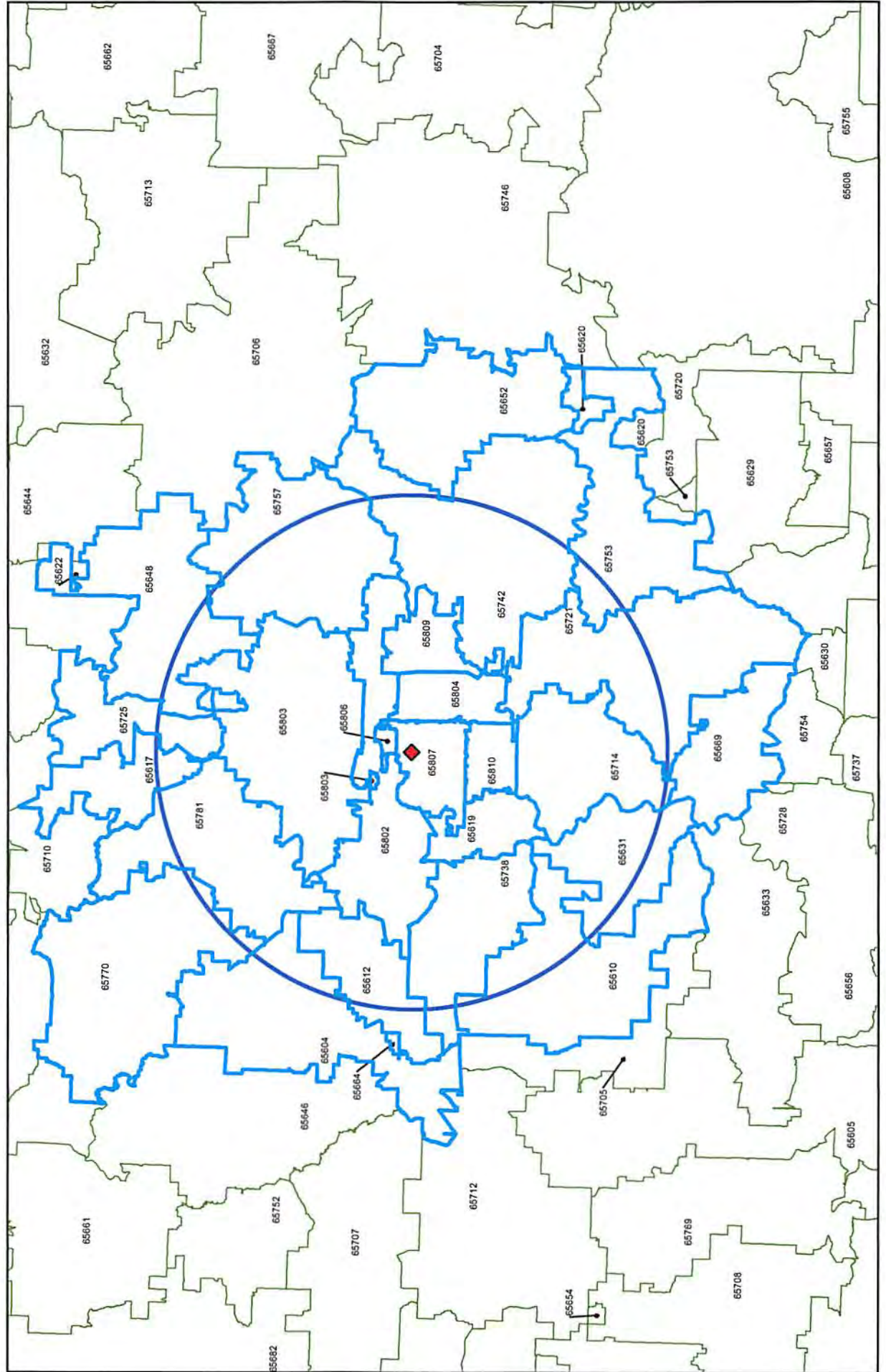
<b>J. Summary of Borrower's transaction</b>		<b>K. Summary of Seller's transaction</b>	
<b>100. Gross Amount Due from Borrower:</b>		<b>400. Gross Amount Due to Seller:</b>	
101. Contract sales price	826,680.00	401. Contract sales price	826,680.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	1,929.25	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by Seller in advance</b>		<b>Adjustments for items paid by Seller in advance</b>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross Amount Due from Borrower</b>	<b>828,609.25</b>	<b>420. Gross Amount Due to Seller</b>	<b>826,680.00</b>
<b>200. Amounts Paid by or in Behalf of Borrower</b>		<b>500. Reductions in Amount Due Seller:</b>	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to Seller (Line 1400)	49,975.80
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207.		507. (Deposit disb. as proceeds)	
208.		508.	
209. VAPOR WELL INSTALL - REIMB.	13,500.00	509. VAPOR WELL INSTALL - REIMB.	13,500.00
<b>Adjustments for items unpaid by Seller</b>		<b>Adjustments for items unpaid by Seller</b>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/17 to 02/24/17	2,695.79	511. County Taxes 01/01/17 to 02/24/17	2,695.79
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total Paid by/for Borrower</b>	<b>21,195.79</b>	<b>520. Total Reduction Amount Due Seller</b>	<b>68,171.59</b>
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at settlement to/from Seller</b>	
301. Gross amount due from Borrower (line 120)	828,609.25	601. Gross amount due to Seller (line 420)	826,680.00
302. Less amount paid by/for Borrower (line 220)	( 21,195.79)	602. Less reductions due Seller (line 520)	( 68,171.59)
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	807,413.46	603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	760,508.41

\* Paid outside of closing by borrower(s), seller(s), lender(s), or third-party(ies)

The Public Reporting Burden for this collection of information is estimated at 30 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured. The disclosure is mandatory. This is designed to provide the parties to a RESPA-covered transaction with information during the settlement process.

# CON 15 Mile Radius

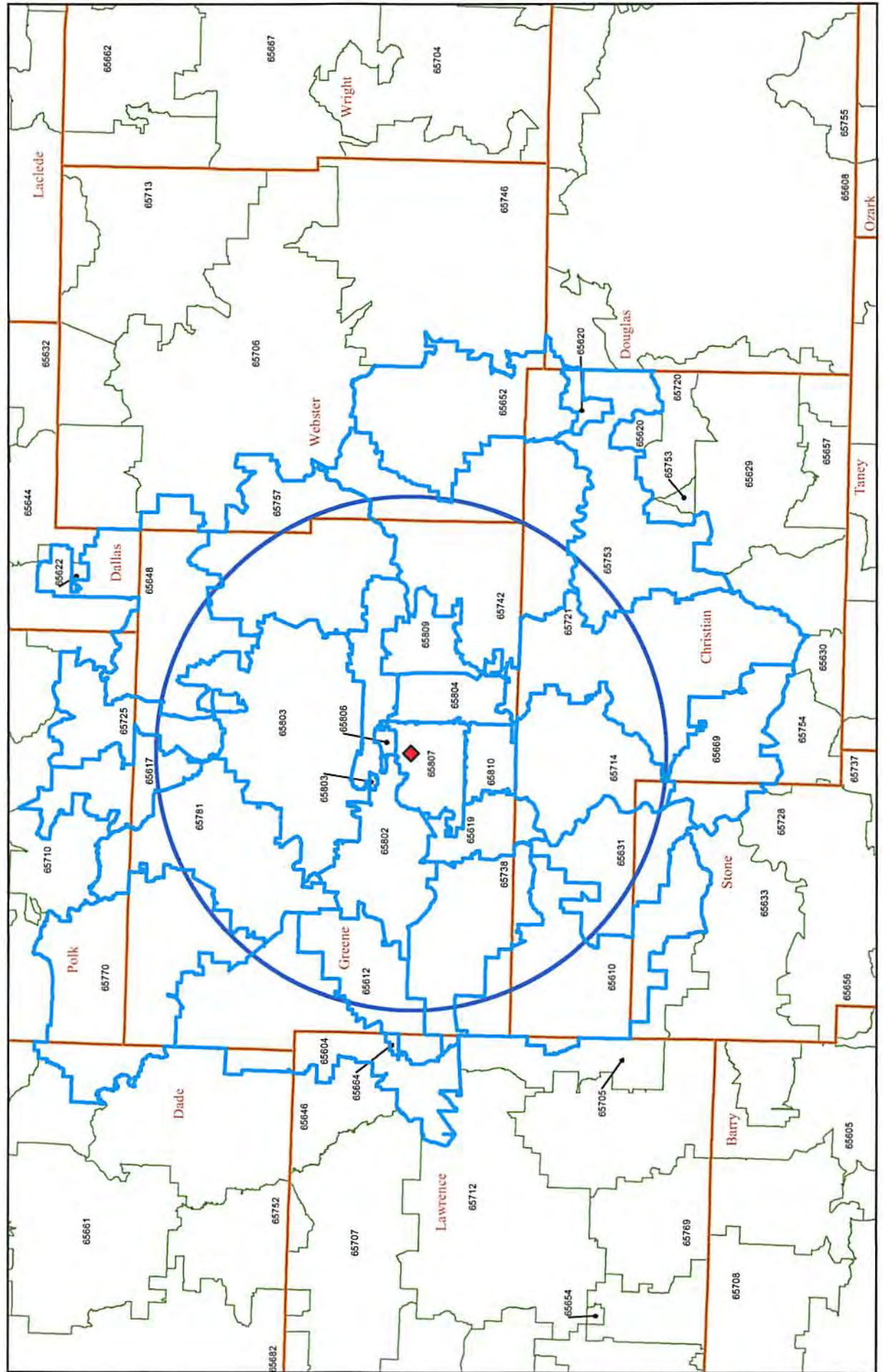
1401 W Elfindale Street  
Springfield, MO 65807  
(Lat: 37.183879 & Long: -93.310168)





CON 15 Mile Radius  
1401 W Elfindale Street  
Springfield, MO 65807  
(Lat: 37.183879 & Long: -93.310168)

(Lat: 37.183879 & Long: -93.310168)



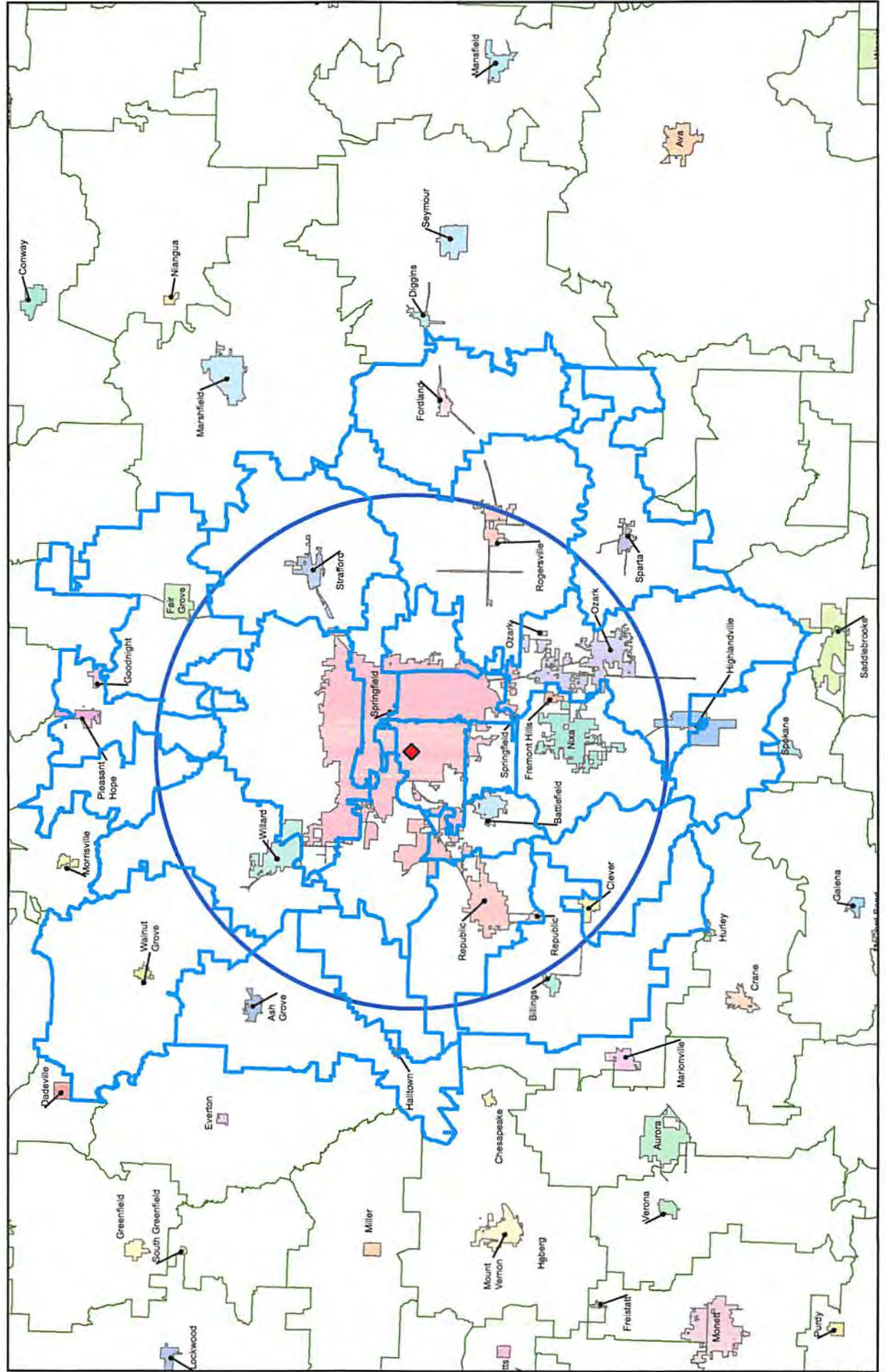
## 2020 Population Projections

### Zip Codes

Zip	County	Total Pop.	65+ Pop.
65604	Greene	3923	852
65610	Christian	6678	1216
65612	Greene	1527	296
65617	Polk	1890	268
65619	Greene	9412	1368
65631	Christian	6723	864
65648	Greene	6392	1074
65652	Webster	4905	596
65669	Christian	2512	456
65714	Christian	40068	6337
65721	Christian	39308	5622
65725	Polk	2786	382
65738	Greene	21633	3139
65742	Webster	14400	2212
65753	Christian	6548	1032
65757	Greene	8489	1529
65770	Greene	3474	657
65781	Greene	9972	1548
65802	Greene	47880	6853
65803	Greene	44387	7813
65804	Greene	39122	9794
65806	Greene	12060	937
65807	Greene	58701	10936
65809	Greene	14676	3713
65810	Greene	25033	4430
<b>Totals</b>			<b>73,924</b>

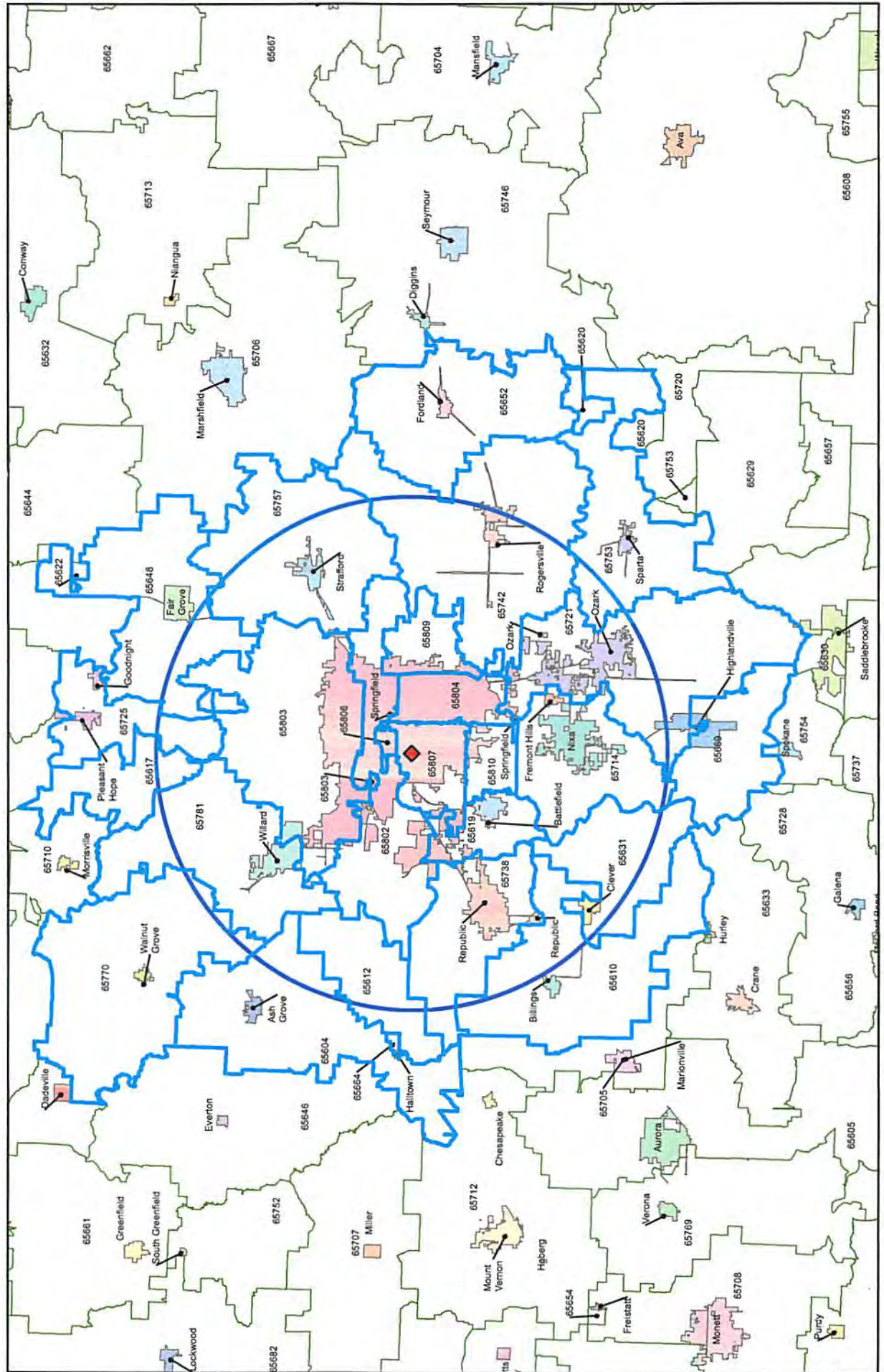


1401 W Elfindale Street  
Springfield, MO 65807  
(Lat: 37.183879 & Long: -93.310168)





1401 W Elfindale Street  
Springfield, MO 65807  
(Lat: 37.183879 & Long: -93.310168)





<b>2020 Population Projections</b>				
<b>City</b>				
<b>Zip</b>	<b>City</b>	<b>County</b>	<b>Total Pop.</b>	<b>65+ Pop.</b>
65604	Ash Grove	Greene	1507	372
65604	Halltown	Greene	163	22
65610	Billings	Christian	1067	220
65610	Clever	Christian	3098	331
65610	Hurley	Christian	176	21
65612	Halltown	Greene	163	22
65619	Battlefield	Greene	7407	789
65619	Republic	Greene	18900	2477
65619	Springfield	Greene	172028	30476
65631	Clever	Christian	3098	331
65648	Fair Grove	Greene	1554	213
65652	Fordland	Webster	847	135
65669	Highlandville	Christian	934	137
65714	Fremont Hills	Christian	957	234
65714	Nixa	Christian	24081	3620
65714	Ozark	Christian	22569	2772
65714	Springfield	Christian	172028	30476
65721	Highlandville	Christian	934	137
65721	Ozark	Christian	22569	2772
65721	Springfield	Christian	172028	30476
65725	Goodnight	Polk	18	2
65725	Pleasant Hope	Polk	640	75
65738	Republic	Greene	18900	2477
65742	Rogersville	Webster	4071	445
65742	Springfield	Webster	172028	30476
65753	Sparta	Christian	2043	301
65757	Springfield	Greene	172028	30476
65757	Strafford	Greene	2572	389
65770	Walnut Grove	Greene	797	155
65781	Willard	Greene	6465	808
65802	Republic	Greene	18900	2477
65802	Springfield	Greene	172028	30476
65803	Springfield	Greene	172028	30476
65803	Willard	Greene	6465	808
65804	Springfield	Greene	172028	30476
65806	Springfield	Greene	172028	30476
65807	Springfield	Greene	172028	30476
65809	Springfield	Greene	172028	30476
65810	Battlefield	Greene	7407	789
65810	Springfield	Greene	172028	30476

A B C D E F G H I J K L M N O														
POPULATION			65+ Population		Project Number:		Project Address:		1401 W Effendale Street Springfield, MO 65807					
1	Zip in Radius	Pop in Zip	City in Zip	City Pop	% of City in Zip	City Pop in Zip	Total City's Pop in Zip	Zip Pop W/O City's Pop	% of Zip Area in W/O City's Pop	Zip Pop in W/O City's Pop	% City in Zip & Radius	City Pop in Zip & Radius	Total City's Pop in Zip & Radius	Zip Pop w City in Zip & Radius
2	1	65604	852	Ash Grove	100%	372	354	458	10%	46	0%	0	0	46
3	2	65604	852	Midtown	100%	22	0	0	0%	0	0%	0	0	0
4	3	65610	1,216	Bellevue	100%	226	270	996	40%	398	0%	0	0	398
5	4	65610	1,216	Midtown	100%	0	0	296	70%	207	0%	0	0	207
6	5	65617	268	Bellevue	100%	0	0	268	20%	54	0%	0	0	54
7	6	65619	1,368	Bellevue	100%	0	0	1,368	100%	1,368	0%	0	0	1,368
8	7	65631	864	Cleaver	100%	331	331	533	80%	426	100%	331	331	757
9	8	65648	1,074	Fair Grove	100%	213	213	861	20%	172	0%	0	0	172
10	9	65652	596	Bellevue	100%	0	0	596	0%	0	0%	0	0	0
11	10	65669	456	Bellevue	100%	0	0	456	0%	0	0%	0	0	0
12	11	65714	6,337	Highlandville	100%	137	55	2,817	50%	1,398	10%	14	2,786	4,183
13	12	65721	5,612	Highlandville	100%	2	2	328	30%	98	0%	0	0	98
14	13	65725	382	Goodnight	100%	75	53	0	0%	0	0%	0	0	0
15	14	65738	3,139	Bellevue	100%	0	0	3,139	100%	3,139	0%	0	0	3,139
16	15	65742	2,212	Rogersville	100%	445	445	1,767	70%	1,237	90%	401	401	1,637
17	16	65753	1,032	Sparta	100%	301	301	731	10%	73	0%	0	0	73
18	17	65757	1,529	Stafford	100%	389	389	1,140	70%	798	100%	389	389	1,187
19	18	65770	657	Willard	100%	0	0	657	0%	0	0%	0	0	0
20	19	65781	1,548	Willard	100%	808	808	902	80%	721	80%	646	646	1,368
21	20	65802	6,853	Willard	100%	0	0	6,853	100%	6,853	0%	0	0	6,853
22	21	65803	7,813	Willard	100%	0	0	7,813	100%	7,813	0%	0	0	7,813
23	22	65804	9,794	Willard	100%	0	0	9,794	100%	9,794	0%	0	0	9,794
24	23	65806	937	Willard	100%	0	0	937	100%	937	0%	0	0	937
25	24	65807	10,936	Willard	100%	0	0	10,936	100%	10,936	0%	0	0	10,936
26	25	65809	3,713	Willard	100%	0	0	3,713	100%	3,713	0%	0	0	3,713
27	26	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
28	27	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
29	28	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
30	29	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
31	30	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
32	31	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
33	32	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
34	33	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
35	34	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
36	35	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
37	36	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
38	37	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
39	38	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
40	39	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
41	40	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
42	41	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
43	42	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
44	43	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
45	44	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
46	45	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
47	46	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
48	47	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
49	48	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
50	49	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
51	50	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
52	51	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
53	52	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
54	53	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
55	54	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
56	55	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
57	56	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
58	57	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
59	58	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
60	59	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
61	60	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
62	61	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
63	62	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
64	63	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
65	64	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
66	65	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
67	66	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
68	67	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
69	68	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
70	69	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
71	70	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
72	71	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
73	72	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
74	73	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
75	74	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
76	75	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
77	76	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
78	77	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
79	78	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
80	79	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430
81	80	65810	4,430	Willard	100%	0	0	4,430	100%	4,430	0%	0	0	4,430

## Lots/Acreage/ Farm Land for Sale

40 to 100 acres near Airport. City utilities available including sewer. Zoned commercial, \$22,635 per acre.  
Call NEIL STENGER  
879-7211 or 861-5047



## Your Source Legals

for the latest...

### Legal Notices

**ADVERTISEMENT FOR BID**  
Sealed bids for the Davisdale Conservation Area Bridge Replacement, Project No. B2-29-07, Howard County, Missouri, will be received at MO Dept. of Conservation, PO Box 180, 2901 W. Truman Blvd., Jefferson City, MO 65102, UNTIL 2:00 P.M., July 11, 2017 then publicly opened. A Non-Mandatory Pre-Bid meeting will be held for this project on June 22, 2017 at 10:30 AM at the Davisdale Conservation Area shop building. The shop building is located at the northern end of the Conservation Area, on CR 453. Bidders must obtain a full set of printed construction documents for a non-refundable fee of \$40.00 per set by certified, cashier's or company check from American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, MO 65203, PH No. 573-446-7768 FX No. 573-355-5433 MAKE CHECKS PAYABLE TO: "ADS". The electronic sets are available for viewing only at <http://mdc.adsms.net>. CONTACTS: Project questions - Keith Ferrell, Project Engineer, (573) 522-4115 ext. 3239, Bidding questions - Greg Trinkle, (573) 522-0136.

Central Self Storage 1324 E. St. Louis Springfield MO 65802 will take sealed bids on delinquent units June 26, 2017 9am-5pm

Foxfire West Mini Storage, 426 W. Jackson Willard, Mo. 65781  
Will be selling default storage units B6; B14; C30; E24; E32; E60; H18  
Wednesday June 21, 2017  
Bids taken from 10:00am - 2:00pm  
Cash Only Sale

N. National Mini Storage @ 2937 N National Springfield MO 65803 will take sealed bids on delinquent units June 26, 2017 9am-5pm

NOTICE IS HEREBY GIVEN THAT ON FRIDAY, JUNE 16, 2017, AT 3:00 P.M., A PUBLIC AUCTION WILL BE HELD TO SATISFY A LANDLORD'S LIEN ON THE CONTENTS OF 6 STORAGE UNITS AT HOLLY RIDGE MINI-STORAGE 1859 N. Calhoun, Nixa, MO 65714. SEALED BIDS WILL BE OPENED AT 3:45 P.M. & WINNER NOTIFIED. PLEASE CALL DAY OF TO VERIFY STATUS: 725-0109.

Unit 21  
Bonnie Medina  
1720 N Pine  
Nixa, MO 65714

Unit 36  
James Thomasson  
506 W Church  
Ozark, MO 65721

Unit 47  
Bethany Sims  
711 E Scott Wayne Dr  
Nixa, MO 65714

Unit 49  
Bethany Sims  
711 E Scott Wayne Dr  
Nixa, MO 65714

Unit 65  
Christopher Boring  
1509 W Whiteside  
Springfield, MO 65807

Unit 80  
Chesca Nichols  
2458 S Roanoke  
Springfield, MO 65807

## Legal Notices

Request for Bid #17-10596  
Greene County is accepting sealed bids in the Purchasing Dept., 933 N. Robberson, 2nd Floor until 2:00 P.M. on 06/20/2017; for the procurement of a commercial water heater. Contact [lmerriman@greene-county-mo.gov](mailto:lmerriman@greene-county-mo.gov) for details.

Springfield Mini-Storage  
2330 E. Bennett  
Friday, June 16, 2017  
Contents of abandoned storage units  
A004 Tina Sheldon  
A018 Brandy Kittrell  
A026 Timothy Gaunt  
A052 Elizabeth Durham  
A084 William Gilroy III  
A072 Lavona Berry  
A079 Timothy Nohava  
A129 Janelle Maples  
B055 Christine Chiu  
B120 Jennifer Glossip  
C007 Anthony Albanese  
C008 Thomas Baird  
D005 Delores Buckle  
D026 Johnny Holden  
D083 Dedrian Goodwin

THE ENTIRE CONTENTS OF EACH UNIT WILL BE AUCTIONED ONE AT A TIME.

REGISTRATION: 8:30 A.M.

AUCTION: 9:00 A.M.

CASH ONLY

Items must be removed by 6:00 p.m. day of sale

Vetter Senior Living Springfield Creekside, LLC invites public comment regarding its proposal to establish a 50-bed assisted living facility to be located at 1401 West Ellendale Street in Springfield. A Certificate of Need application seeking state approval of this project is being submitted to the Missouri Health Facilities Review Committee. Comments should be addressed to: Kevin Rusekstrom, Executive Director Creekside at Ellendale Retirement Community 1601 S. Fort, Springfield, MO 65807

Career news updated everyday  
only in Careers.

[news-leader.com/jobs](http://news-leader.com/jobs)

## Recreation

## Funtime

play healthy...

## Motorcycles, Scooters

H-D motorcycle for sale, 2007 Road King, Pearl White, 26,000 miles, excellent condition. Security, cruise, lots of chrome... \$7100.00. (417)830-8248 [fuzzyfuntime@mchsi.com](mailto:fuzzyfuntime@mchsi.com)

## RV, Camper, Trailer

Reduced Price!!! \* 2001 Dutch Star, 40 ft. motorhome, \$35,000 Call: 417-234-3211

## Automotive

## Wheels

best deal for you...

## Cars

1990 Buick Riviera Classic.  
121,626 mi. Beautiful car!  
417-225-8812 or 417-768-0281

## Trucks

Chevy 2004 SSR:  
\$22,000.  
417-942-8660

2014 Ford SVT Raptor Supercab.  
15,000mi, race red, 801A pkg, perfect condition. \$82,999 417-631-1488

Toyota 2016 Tacoma TRD 4WD 4 DR  
w/ navigation, 12k mi. Perfect!  
\$32,500 417-688-9242

Place your ad in the Classifieds  
417-836-1150

## ADVERTISEMENT FOR BIDS

Sealed Bid Proposals for:

**North Fork Jordan Creek Stabilization Retaining Wall**  
Request for Bid Proposal

**Ozarks Technical Community College**  
1001 E. Chestnut Expressway  
Springfield, MO 65802

Owner: **Ozarks Technical Community College**  
1001 E. Chestnut Expressway  
Springfield, MO 65802

All "Proposals" for General Contracting shall be hand delivered to the office of the College Project Manager, Denny Merry, at the Operations Center 933 E. Central Street at Ozarks Technical Community College (Springfield Campus), Springfield, Missouri 65802, no later than 2:00 p.m., CST, June 19th, 2017 (time shall be determined by the clock in Project Managers office). All received and qualified proposals will be opened and read aloud publicly. Proposal shall be in a sealed envelope addressed and marked **OTC North Fork Jordan Creek Stabilization Retaining Wall**. This envelope shall also bear the name of the bidder.

Construction Drawings and Specifications will be available on June 5, 2017 and may be purchased through Engineer's Reprographic, 1600 East St. Louis, Springfield, Missouri 65802, (417) 869-2222 or at the office of GeoEngineers, 3050 South Delaware, Springfield, MO 65804, (417) 831-9700 at bidder's expense. One (1) set of Documents will be available for review and/or overnight check out at the Project Managers office.

Direct all questions to Engineer:  
Gary Pendergrass, GeoEngineers, (417) 831-9700

The bidder understands that Ozarks Technical Community College reserves the right to award the contract to the lowest qualified bidder and to reject any or all bids and/or to waive any technicalities or informalities in the bidding. No bids may be modified or withdrawn for a period of 30 days subsequent to the specified time for receipt of bids.

### PRE-BID CONFERENCE:

No Pre-Bid conference will be held for this project however bidders are encouraged to visit the site of the stabilization prior to bidding the project. If necessary you may contact the Project Manager at (417) 447-4810 for directions to site.

### PREVAILING WAGES & TAX EXEMPT:

Prevailing wages shall be paid in accordance with the Missouri Division of Labor Standards, Annual Wage Order #24 in effect at the time of construction. Ozarks Technical Community College will exercise its tax exempt status and will provide the successful bidder with a Missouri Tax Exemption letter.

### SUBSTANTIAL COMPLETION:

All Work for this project shall be substantially complete by September 1st, 2017.



BILLY LONG  
7TH DISTRICT, MISSOURI

7454 BAYVIEW HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
(PHONE) (202) 225-6536  
(FAX) (202) 225-6804

COMMITTEE ON  
ENERGY AND COMMERCE  
SUBCOMMITTEE ON  
COMMUNICATIONS AND TECHNOLOGY  
SUBCOMMITTEE ON ENERGY  
SUBCOMMITTEE ON  
HEALTH

Congress of the United States  
House of Representatives  
Washington, DC 20515-2507

June 2, 2017

Certificate of Need Program  
Department of Health and Senior Services  
3418 Knipp Drive, P.O. Box 570  
Jefferson City, Missouri 65102

Dear Staff and Committee:

This letter comes in support of the construction of an assisted living facility, Creekside at Elfindale Assisted Living, in Springfield, Missouri.

This new development will be a benefit for area senior citizens, offering a continuum of care through all stages of the aging process. Vetter Health Services is the owner of this new project, and they already operate Creekside 55+ Independent living and the Manor at Elfindale, both located in Springfield. These facilities have a well-deserved reputation for excellence, and are recognized as premier institutions in the Springfield community.

I know the development and management team is committed to quality, dignified care for area seniors. They are known for their innovative, hands-on approach and I am confident in their ability to bring high quality care to seniors, their families, employees and the Springfield area by meeting this important healthcare need.

Again, I support the plan for the construction of an assisted living facility by Vetter Health Services, Creekside at Elfindale Assisted Living, in Springfield, Missouri. I trust that you will give their application your utmost consideration.

Sincerely,



Billy Long



Phil Melugin  
3033 S. Kansas Expy.  
Springfield, MO 65807  
June 2, 2017

Missouri Department of Health & Senior Services

To Whom it May Concern:

As the owner of Phoenix Home Care & Hospice, I am writing to show my support of the proposed expansion of Assisted Living provided by Vetter Health Services-Creekside at Elfindale. Our mission at Phoenix Home Care is enhanced by our partnership with Creekside at Elfindale in the mutual effort to meet the needs of the current residents we share at Creekside's ILF.

Phoenix Home Care & Hospice currently services 61 clients within Creekside at Elfindale, providing over 110 hours per week and staffing five Phoenix caregivers and one Phoenix nurse. During the three years that Phoenix has been associated with Creekside, they have exceeded our expectations in the day-to-day activities they do to remain oriented and focused on their residents. Creekside provides opportunities that assists residents by keeping them engaged in life activities. Some of these include Yoga, exercise, Bible Study, Bingo, seasonal functions and so much more.

I eagerly await the conclusion of this project. Assisted Living provided by Creekside at Elfindale will advance the important mission of Creekside at Elfindale which Phoenix believes in. Like Phoenix, Creekside has a reputation for quality and excellence, reflected in Creekside's mission, *Dignity in Life*.

If you have any further questions, please feel free to contact me at any time via email at [pmelugin@phoenixhomehc.com](mailto:pmelugin@phoenixhomehc.com), or phone at 417-881-7442.

Sincerely,

Phil Melugin  
President/CEO of Phoenix Home Care

---

**Toll Free: (855) 881-7442**

[www.phoenixhomehc.com](http://www.phoenixhomehc.com) • [www.facebook.com/phoenixhomehc](https://www.facebook.com/phoenixhomehc)



June 6, 2017

RE: Certificate of Need for Vetter Health Services  
Springfield, Missouri (Elfindale Campus)

SeniorAge has been the Area Agency on Aging for 17 counties in Southwest Missouri since 1974, mandated to lead community partners in collaboratively filling identified gaps in service for those 60 and over within our planning and service area. Vetter Health Services has been a long-standing excellent partner in identifying and helping provide this outreach in senior services.

Particularly in recent years we have seen an escalated need, with increasing unmet demand, for quality assisted living facilities. Almost daily our Care Coordinators field questions and help conduct searches for caregivers who are desperately looking for facilities that can provide assisted living for their loved ones, as well as for seniors themselves who are increasingly anxious to find dependable accommodations that will provide for their increasing needs.

SeniorAge can attest to the quality and integrity of service consistently sustained within the Vetter community campus of independent and skilled care. Their present campus has an outstanding reputation throughout our planning and service area. The addition of assisted living to their continuum of care is a much needed next step. It would benefit both those currently in independent living on the campus, as well as a wide community of seniors on waiting lists for such accommodation.

If there is anything further I can do to support this facility addition to our local area, please feel free to contact me at any time. We fully support this endeavor and wish to expedite the expansion of options in our area.

Sincerely,

A handwritten signature in black ink that reads "Starr Kohler".

Starr Kohler  
CEO

*Formerly Southwest Missouri Office on Aging*

1735 S. Fort Ave. • Springfield, MO 65807  
Phone: (417) 862-0762 • 1-800-497-0822 • Fax: (417) 865-2683 • [www.senioragemo.org](http://www.senioragemo.org)

---

*Law Office of*  
**Sativa Boatman-Sloan, LLC**  
**& 417 ELDER LAW**

---

June 8, 2017

Re: Letter of Support for Creekside at Elfindale

To Whom It May Concern:

As a local attorney and owner of a law firm with a practice including Elder Law, I see a need for another Assisted Living facility in our community. Many of the current facilities have waiting lists and our population continues to age. Additionally, I have worked with Creekside at Elfindale when my clients have resided at one of their current facilities and also when we both volunteer in the community. They have courteous and professional staff. Creekside at Elfindale is a respected organization and would provide quality care for their Assisted Living residents.

In affirmation of their request to build, as a business owner and someone intimately familiar with the needs of seniors, I would support the need for an Assisted Living facility operated by Vetter Health Services – Creekside at Elfindale. They have an impeccable reputation and would well serve the members of our community.

Sincerely,



Sativa Boatman-Sloan  
Attorney at Law



### **DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS:**

- 1. FOR ICF/SNF BEDS, ADDRESS THE POPULATION-BASED BED NEED METHODOLOGY OF FIFTY-THREE (53) BEDS PER ONE THOUSAND (1,000) POPULATION AGE SIXTY-FIVE (65) AND OLDER.**

Not applicable.

- 2. FOR RCF/ALF BEDS, ADDRESS THE POPULATION-BASED BED NEED METHODOLOGY OF TWENTY-FIVE (25) BEDS PER ONE THOUSAND (1,000) POPULATION AGE SIXTY-FIVE (65) AND OLDER.**

Population data provided by DHSS is included in Divider II. An adjustment to that data is also included in Divider II resulting in a population estimate of 65,501. Inventory data for the 15-mile radius is included in this Divider. For the 15-mile radius there is an inventory of 1,647 existing and approved beds. Based on these data and using the 25 beds per 1,000 population age 65 and older the projected bed calculation is as follows.

$$\text{Unmet Need} = (25 \times P) - U$$

Where:

25 = ALF/RCF need rate per 1,000 population age 65+

P = Year 2010 population in the 15-mile radius

U = Number of existing and approved beds in 15-mile radius

$$\text{Unmet Need} = (0.025 \times 65,501) - 1,647 = 9 \text{ bed surplus}$$

It should be noted that there are currently 86 beds that are unavailable, which results in a need for an additional 77 beds within the 15-mile radius.

- 3. DOCUMENT ANY ALTERNATE NEED METHODOLOGY USED TO DETERMINE THE NEED FOR ADDITIONAL BEDS SUCH AS LTCH, ALZHEIMER'S, MENTAL HEALTH OR OTHER SPECIALTY BEDS.**

As previously noted and described in Divider II, the applicant is requesting approval of this project as a special exception, specifically that Greene County is the appropriate service area to address the needs of the residents that this project will serve. The MHFRC DHSS web page documents a need for 278 additional ALF/RCF beds in Greene County. That projected Greene County



need is substantially greater than the 50 beds being proposed. Furthermore, based on its central location in the City of Springfield, current and historically high occupancy of its existing facilities and patient origin of current IL residents and SNF patients, the Creekside ALF is clearly intended to serve the needs of the residents of Springfield and Greene County.

4. **FOR ANY PROPOSED FACILITY WHICH IS DESIGNED AND OPERATED EXCLUSIVELY FOR PERSONS WITH ACQUIRED HUMAN IMMUNODEFICIENCY SYNDROME (AIDS) PROVIDE INFORMATION TO JUSTIFY THE NEED FOR THE TYPE OF BEDS BEING PROPOSED.**

Not applicable.

5. **FOR ANY PROPOSED FACILITY WHICH IS DESIGNED AND OPERATED EXCLUSIVELY FOR PERSONS WITH ACQUIRED HUMAN IMMUNODEFICIENCY SYNDROME (AIDS) PROVIDE INFORMATION TO JUSTIFY THE NEED FOR THE TYPE OF BEDS BEING PROPOSED.**

Not applicable.

6. **IF THE PROJECT IS TO ADD BEDS TO AN EXISTING FACILITY, HAS THE FACILITY RECEIVED A NOTICE OF NON-COMPLIANCE WITHIN THE LAST 18 MONTHS AS A RESULT OF A SURVEY, INSPECTION OR COMPLAINT INVESTIGATION? IF THE ANSWER IS YES, EXPLAIN.**

Not applicable.

**Creekside At Ellfindale Retirement Community**  
**15-Mile Radius ALF/RCF Beds**

County	Facility Name	Facility Address	City	Zip	Con Approved	SNF	ICF	Ucensed Beds Total	3rd Qtr 2015	4th Qtr 2015	1st Qtr 2016	2nd Qtr 2016	3rd Qtr 2016	Pat Days	4th Qtr 2016 Occup days	Occup %	Average Occup %
Greene	Bristol Mano 634 East Higl Republic			65738	0	0	0	12	54.3%	54.4%	64.2%	69.3%	56.8%	1,104	919	83.2%	63.7%
Greene	Bristol Mano 511 Watson Willard			65781	0	0	0	12	82.5%	68.4%	61.2%	61.4%	73.0%	1,104	552	50.0%	66.1%
Greene	Fremont Sen 1520 E Bates Springfield			65804	6	72	0	72	100.0%	100.0%		99.5%	100.0%	6,624	6,624	100.0%	99.9%
Greene	Gardens, The 1302 West St Springfield			65807	0	148	0	148	66.2%	66.2%	67.3%		93.6%	9,936	9,248	93.1%	75.5%
Greene	Garden Estat 1134 West N Springfield			65803	0	0	31	31	78.8%	83.5%	80.6%	79.0%	79.7%	2,852	2,245	78.7%	80.1%
Greene	Jacobs Care (932 West St Springfield			65806	0	0	12	12	81.8%	81.8%	81.8%	90.2%	72.7%	920	828	90.0%	82.8%
Greene	Joy Assisted 2030 W Mou Springfield			65802	0	74	0	74	95.7%	96.2%	97.1%	99.8%	98.9%	5,704	5,643	98.9%	97.8%
Greene	Lakewood - / 4685 Robber Springfield			65810	0	67	0	67	74.7%	80.7%	80.8%	81.1%	82.3%	5,612	4,239	75.5%	79.2%
Greene	Lodges, The 2401 W Gran Springfield			65802	0	0	99	99	97.7%	97.2%	95.2%	96.6%	97.3%	8,280	8,049	97.2%	96.9%
Greene	Manorcare H 2915 S Frem Springfield			65804	0	40	0	40	24.1%	24.8%	29.6%	26.5%	31.5%	3,680	1,144	31.1%	27.9%
Greene	Maple Wood 1146 E Lakev Springfield			65810	0	66	0	66	82.5%	88.1%	90.1%	92.4%	95.8%	6,072	5,942	97.9%	91.1%
Greene	Maranatha V 233 East Nor Springfield			65803	0	0	25	25	90.7%	91.8%	93.4%	94.9%	98.2%	2,300	2,139	93.0%	93.7%
Greene	Morningside 2410 West Cl Springfield			65807	0	0	92	92	94.4%	96.2%	98.2%	89.2%	95.7%	8,123	7,269	89.5%	93.9%
Greene	Morningside 3540 East Ch Springfield			65809	0	0	67	67	97.4%	97.4%	98.5%	98.5%	0.0%	6,164	5,214	84.6%	78.9%
Greene	Primrose Sen 3851-3911 E Springfield			65809	70	0	0	0									
Greene	Quality Resid 2034 West C Springfield			65806	0	0	42	42	98.3%	89.5%	92.3%	96.7%	97.2%	3,864	3,750	97.0%	95.2%
Greene	Ravenwood - 1950 East Re Springfield			65804	0	60	0	60	100.0%	0.0%		93.3%	92.6%				70.7%
Greene	Rogersville C 4193 S Zion I Rogersville			65742	0	0	8	8	25.0%	25.0%	37.5%	37.5%	37.5%	736	184	25.0%	31.2%
Greene	Spring Ridge 2828 South N Springfield			65807	0	40	0	40	76.6%	80.2%	74.5%	71.9%	71.4%	3,680	2,564	69.7%	73.9%
Christian	Baptist Horn 1625 West G Ozark			65721	0	30	0	30	99.5%	97.9%	90.4%	96.0%	89.7%	2,760	2,486	90.1%	93.9%
Christian	Boulderwood 1111 Care Av Nixa			65714	0	0	126	126	75.8%	74.7%	73.9%	68.1%	20.9%				62.6%
Christian	Bradford Col 902 North M Nixa			65714	0	46	0	46	56.5%	64.3%	61.9%	59.6%	62.3%	4,232	2,361	55.8%	60.0%
Christian	Century Pine 709 East Mt Ozark			65721	8	82	0	82	88.6%	85.7%	87.1%	90.0%	91.0%	7,544	6,348	84.1%	87.8%
Christian	Essex of Ozai 5173 North 2 Ozark			65721	0	0	12	12	93.0%	97.2%	98.2%	100.0%	98.9%	1,104	1,104	100.0%	97.9%
Christian	Hopedale Co 1314 W Scho Ozark			65721	0	24	0	24						1,104	736	66.7%	66.7%
Christian	Life Enhance 732 South Gr Nixa			65714	0	0	44	44	81.7%	82.4%	86.5%	86.6%	90.5%	4,048	3,603	89.0%	86.1%
Christian	Nixa Nursing 1104 N Main Nixa			65714	0	0	62	62	31.5%	30.8%	30.3%	29.5%	26.1%	5,704	1,291	22.6%	28.5%
Christian	Nixa Senior C Lot 430 at SE Nixa			65714	66	0	0	0									
Christian	Northpark VI 4449 North I Ozark			65721	0	52	0	52	78.5%	66.9%	60.2%	56.3%	55.2%	4,784	2,652	55.4%	62.1%
Christian	Riverview Re 1200 West H Ozark			65721	0	0	40	40	98.9%	90.5%	86.2%	79.6%	71.1%	1,860	1,454	78.2%	84.0%
Christian	Special Force 428 South Hi Nixa			65714	0	0	12	12	94.5%	100.0%	100.0%	100.0%	100.0%	1,104	1,104	100.0%	99.1%

**DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS:**

- 1. DOCUMENT THAT THE PROPOSED COSTS PER SQUARE FOOT ARE REASONABLE WHEN COMPARED TO THE LATEST “RS MEANS CONSTRUCTION COST DATA”.**

Beginning in 2017 RS Means combined the construction cost data for Skilled Nursing Facilities and Assisted Living Facilities. We have not been able to determine the reason for this change. However, it has resulted in a 2017 estimate of \$157.13, which, for instance, is substantially below the 2015 RS Means estimate of \$174.24. For this proposal the construction costs are projected to be \$168.48 per sq. ft. which is below the 2015 estimate.

- 2. DOCUMENT THAT SUFFICIENT FINANCIAL IS AVAILABLE BY PROVIDING A LETTER FROM A FINANCIAL INSTITUTION OR AN AUDITORS STATEMENT INDICATING THAT SUFFICIENT FUNDS ARE AVAILABLE.**

A letter from Brad Eckhoff, Market President of Pinnacle Bank, expressing an interest in financing the project and documenting the availability of the equity portion for this project is included in this Divider. Vetter Senior Living has had a long relationship with Pinnacle Bank and has funded prior developments with them.

- 3. PROVIDE SERVICE-SPECIFIC REVENUES AND EXPENSES (FORM MO 580-1865) PROJECTED THROUGH THREE (3) YEARS BEYOND PROJECT COMPLETION.**

The Service-Specific Revenue and Expense form is included in this Divider.

- 4. DOCUMENT HOW PATIENT CHARGES WERE DERIVED.**

Since there are no current residents, the applicant has used its knowledge of the market to estimate patient charges. Vetter Senior Living has been providing senior services in Springfield for many years and is very familiar with charges of facilities in the area offering comparable services. The proposed charge structure is consistent with the charges of those providers. Proposed average charges are as follows:

<u>Year</u>	<u>Average Charge</u>
2020	\$140.00
2021	\$145.00
2022	\$150.00

**5. DOCUMENT RESPONSIVENESS TO THE NEEDS OF THE MEDICALLY INDIGENT.**

Vetter Senior Living Springfield Creekside's goal is to provide high quality yet affordable services to its senior residents and strives to maximize access through this approach, especially since there are generally no state or federal reimbursement mechanisms for assisted living services. However, Vetter Senior Living Springfield Creekside will work with residents in accessing state or federal financial assistance if available. The facility will place residents in its skilled nursing facility in those instances where their medical conditions require such care.

**6. FOR A PROPOSED NEW SKILLED NURSING OR INTERMEDIATE CARE FACILITY, WHAT PERCENT OF YOUR ADMISSIONS WOULD BE MEDICAID ELIGIBLE ON THE FIRST DAY OF ADMISSION OR BECOME MEDICAID ELIGIBLE WITHIN 90 DAYS OF ADMISSION?**

Not applicable.

**7. FOR AN EXISTING SKILLED OR INTERMEDIATE CARE FACILITY PROPOSING TO ADD BEDS, WHAT PERCENT OF YOUR ADMISSIONS WOULD BE MEDICAID ELIGIBLE ON THE FIRST DAY OF ADMISSION OR BECOME MEDICAID ELIGIBLE WITHIN 90 DAYS OF ADMISSION?**

Not applicable.



# Pinnacle Bank

---

May 30, 2017

To: Vetter Holding Inc.  
Brian Stuhr, Director of Financial Services

Re: Certificate of Need

Brian,

Please be advised that Pinnacle Bank is interested in providing the lending needs that you may require for your project in Springfield, MO. At this time the equity funds required are ready and available based on your projected budget of the project.

Pinnacle Bank looks forward to working with you on this project in Springfield in the next couple of years.

Thanks for the opportunity to be able to provide you with potential funding.

Sincerely,

Brad Eckhoff  
Market President  
Pinnacle Bank



MEMBER FDIC



## Certificate of Need Program

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:****Project #:****Historical Financial Data for Latest Three Full Years plus  
Projections Through Three Full Years Beyond Project Completion**

*Use an individual form for each affected service with a  
sufficient number of copies of this form to cover entire period,  
and fill in the years in the appropriate blanks.*

	<b>Year</b>		
	<u>2020</u>	<u>2021</u>	<u>2022</u>
<b>Amount of Utilization:*</b>	<u>7,300</u>	<u>14,600</u>	<u>17,155</u>
<b>Revenue:</b>			
Average Charge**	<u>\$140</u>	<u>\$145</u>	<u>\$150</u>
Gross Revenue	<u>\$1,022,000</u>	<u>\$2,117,000</u>	<u>\$2,573,250</u>
Revenue Deductions	<u>0</u>	<u>0</u>	<u>0</u>
Operating Revenue	<u>1,022,000</u>	<u>2,117,000</u>	<u>2,573,250</u>
Other Revenue	<u>10,220</u>	<u>21,170</u>	<u>25,733</u>
<b>TOTAL REVENUE</b>	<u><b>\$1,032,220</b></u>	<u><b>\$2,138,170</b></u>	<u><b>\$2,598,983</b></u>
<b>Expenses:</b>			
Direct Expenses			
Salaries	<u>445,000</u>	<u>595,000</u>	<u>660,000</u>
Fees	<u>20,000</u>	<u>25,000</u>	<u>25,000</u>
Supplies	<u>130,000</u>	<u>180,000</u>	<u>200,000</u>
Other	<u>270,000</u>	<u>345,000</u>	<u>380,000</u>
<b>TOTAL DIRECT</b>	<u><b>\$865,000</b></u>	<u><b>\$1,145,000</b></u>	<u><b>\$1,265,000</b></u>
Indirect Expenses			
Depreciation	<u>467,000</u>	<u>467,000</u>	<u>467,000</u>
Interest***	<u>427,000</u>	<u>412,000</u>	<u>397,000</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>25,000</u>	<u>50,000</u>	<u>60,000</u>
<b>TOTAL INDIRECT</b>	<u><b>\$919,000</b></u>	<u><b>\$929,000</b></u>	<u><b>\$924,000</b></u>
<b>TOTAL EXPENSES</b>	<u><b>\$1,784,000</b></u>	<u><b>\$2,074,000</b></u>	<u><b>\$2,189,000</b></u>
<b>NET INCOME (LOSS):</b>	<u><b>-\$751,780</b></u>	<u><b>\$64,170</b></u>	<u><b>\$409,983</b></u>

\*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

\*\*Indicate how the average charge/procedure was calculated.

\*\*\*Only on long term debt, not construction.

\*\*\*\*Indicate how overhead was calculated.